



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 15] नई दिल्ली, शनिवार, अर्बुल 9, 1994/चैत्र 19, 1916
No. 15] NEW DELHI, SATURDAY, APRIL 9, 1994/CHAITRA 19, 1916

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

आदेश

नई दिल्ली, 24 फरवरी, 1994

स्टाम्प

का. आ. 849.—भारतीय स्टाम्प अधिनियम, 1899
(1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड
(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय
सरकार एतद्वारा उस शुल्क को माफ करती है जो आवाम
और शहरी विकास निगम, नई दिल्ली द्वारा जारी किए जाने
वाले मात्र चार सौ करोड़ रुपये मूल्य के, "300 करोड़ रुपये
के 10.5 प्रतिशत ऋणपत्र—कर मुक्त हुडको बाण्ड श्रृंखला-
III और 100 करोड़ रुपये के 14 प्रतिशत ऋणपत्र—कर योग्य
हुडको बाण्ड श्रृंखला-III" के स्वरूप के बन्धपत्रों पर उक्त
अधिनियम के अंतर्गत प्रभार्य हैं।

[सं. 7/94-स्टाम्प—फा. सं. 33/59/93-वि.क.]
आत्मा राम, अधीन सचिव

MINISTRY OF FINANCE
(Department of Revenue)

ORDER

New Delhi, the 24th February, 1994

STAMPS

S.O. 849.—In exercise of the powers conferred by
clause (a) of sub-section (1) of section 9 of the Indian Stamp
Act, 1899 (2 of 1899), the Central Government hereby remits
the duty with which the bonds in the nature of "10.5%
Debentures—Tax free HUDCO bond Series-III for Rs. 300
crores" and "14% Debentures-Taxable HUDCO Bond Series-
III for Rs. 100 crores" of the value of rupees four hundred
crores only to be issued by Housing and Urban Deve'op-
ment Corporation, New Delhi are chargeable under the said
Act.

[No. 7/94-Stamp—F. No. 33/59/93-ST]
ATMA RAM. Under Secy.

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 23 मार्च, 1994

का. आ. 850.—वैककारी विनियमन अधिनियम,
1949 (1949 का 10) की धारा 56 के साथ पठित
धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय

सरकार भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा II की उप-धारा (i) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशित होने की तारीख से 31 मार्च, 1995 तक बड़ौदा सेंट्रल कोऑपरेटिव बैंक लि. पर लागू नहीं होंगे।

[एफ. सं. 1-(1)/94-ए. सी.]
एम. एल. कुक्रेजा, अवसर सचिव

(Department of Economic Affairs)
(Banking Division)

New Delhi, the 23rd March, 1994

S.O. 850.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section (i) of Section 11 of the said Act shall not apply to the Baroda Central Co-operative Bank Ltd. from the date of publication of this notification in the Official Gazette upto 31 March, 1995.

[F. No. 1(1)/94-AC]
M. L. KUKREJA, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 24 मार्च, 1994

का. आ. 851.—केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए (i) तेल रहित चावल की भूसी, तथा (ii) हड्डियों का चूरा, माँगों तथा खुरों का काकीनाडा में निर्यात से पूर्व धूम्रिकरण के लिए 42-1-24, रंगानाईडू स्ट्रीट काकीनाडा-533007 पर स्थित मैसर्स कोरोमण्डल पेस्ट कंट्रोल सर्विसिज का जिनकारजिस्ट्रीकृत कार्यालय भी 42-1-24, रंगानाईडू स्ट्रीट, काकीनाडा-533007 पर है, इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एतद्वारा अभिकरण के रूप में मान्यता देती है, अर्थात्:—

- (i) मैसर्स कोरोमण्डल पेस्ट कंट्रोल सर्विसिज, काकीनाडा निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गई धूम्रिकरण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं प्रदान करेगा ताकि तेल रहित चावल की भूसी के निर्यात (निरीक्षण) नियम, 1966 के नियम 4 के उपनियम (4) के तथा पिसी हुई हड्डियों, माँगों तथा खुरों के निर्यात (निरीक्षण) नियम, 1977 के नियम 5 के अन्तर्गत धूम्रिकरण का प्रमाणपत्र दिया जा सके।
- (ii) मैसर्स कोरोमण्डल पेस्ट कंट्रोल सर्विसिज, काकीनाडा इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निदेशों द्वारा आबद्ध होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

- (iii) मैसर्स कोरोमण्डल पेस्ट कंट्रोल सर्विसिज, काकीनाडा एल्यूमीनियम फास्फाइड को केवल धूम्रिकरण के रूप में प्रयोग करेगी।

[फाइल सं. 5/4/94-ई. आई एण्ड ई. पी.]

कुमारी सुमा सुबबण्णा, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 24th March, 1994

S.O. 851.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Coromandel Pest Control Services located at 42-1-24, Rangya Naidu Street, Kakinada-533 007 and having their registered office at 42-1-24, Rangya Naidu Street, Kakinada-533007 as an agency for fumigation of (i) De-oiled Rice Bran and (ii) Crushed Bones, Horns and Hooves, prior to export at Kakinada subject to following conditions, namely:—

- (i) that M/s. Coromandel Pest Control Services, Kakinada shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of fumigation followed by them in granting the certificate of fumigation under sub-rule (4) of rule 4 of the Export of De-oiled Rice Bran (Inspection) Rules, 1966 and rule 5 of the Export of Crushed Bones, Horns and Hooves (Inspection) Rules, 1977.
- (ii) that M/s. Coromandel Pest Control Services, Kakinada in the performance of their function under the notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.
- (iii) that M/s. Coromandel Pest Control Services, Kakinada shall use only Aluminium Phosphide as fumigant.

[File No. 5/4/94-EI&EP]
KUM. SUMA SUBBANNA, Director

नई दिल्ली, 25 मार्च, 1994

का. आ. 852.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 1270, तारीख 25-3-1966 की अनुसूची में विनिर्दिष्ट अकार्बनिक रसायन का दिल्ली में निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स दिल्ली टेस्ट हाउस, जिनका रजिस्ट्रीकृत कार्यालय जीटी-II, इंडस्ट्रियल एरिया, जी.टी. करनाल रोड, आजादपुर, दिल्ली-110 033 में स्थित है को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एतद्वारा एक अभिकरण के रूप में मान्यता प्रदान करती है, अर्थात्:—

- (i) मैसर्स दिल्ली टेस्ट हाउस, दिल्ली निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा जिससे कि अकार्बनिक रसायन के निर्यात (निरीक्षण) नियम, 1966 के नियम, 4 के अंतर्गत निरीक्षण प्रमाणपत्र दिया जा सके।

- (ii) मैसर्स दिल्ली टेस्ट हाउस, दिल्ली इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निर्देशों द्वारा आबद्ध होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाईल सं. 5/3/94-ई. आई एण्ड ई. पी.]

कुमारी सुमा सुब्बण्णा, निदेशक

New Delhi, the 25th March, 1994

S.O. 852.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Delhi Test House, located and having their registered office at GI-11, Industrial Area, GT Karnal Road, Azadpur, Delhi-110 033, as an agency for the inspection of Inorganic Chemicals specified in Schedule annexed to Ministry of Commerce Notification No. 1270 dated 25-3-1966 prior to export at Delhi, subject to the following conditions, namely :—

- (i) that M/s. Delhi Test House, Delhi shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Inorganic Chemicals (Inspection) Rules, 1966;
- (ii) that M/s. Delhi Test House, Delhi in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

[File No. 5/3/94-EI&EP]
KUM. SUMA SUBBANNA, Director

नई दिल्ली, 25 मार्च, 1994

का. आ. 853.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 1197 तारीख 15-4-1966 में संलग्न अनुसूची में विनिर्दिष्ट कार्बनिक रसायन का दिल्ली में निर्यात में पूर्व निरीक्षण करने के लिए मैसर्स दिल्ली टेस्ट हाउस, दिल्ली जिनका रजिस्ट्रीकृत कार्यालय जी टी-11 इंडस्ट्रीयल एरिया जी. टी. करनाल रोड, आजादपुर, दिल्ली-110 033 में स्थित है को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एनद्द्वारा एक अभिकरण के रूप में मान्यता प्रदान करती है अर्थात्—

- (i) मैसर्स दिल्ली टेस्ट हाउस दिल्ली निर्यात निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा जिससे कि कार्बनिक रसायन के निर्यात (निरीक्षण) नियम 1966 के नियम 4 के अंतर्गत निरीक्षण प्रमाण-पत्र दिया जा सके।
- (ii) मैसर्स दिल्ली टेस्ट हाउस दिल्ली इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निर्देशों

द्वारा आबद्ध होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाईल सं. 5/3/94-ई. आई एण्ड ई. पी.]

कुमारी सुमा सुब्बण्णा, निदेशक

New Delhi, the 25th March, 1994

S.O. 853.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Delhi Test House, located and having their registered office at GI-11, Industrial Area, GT Karnal Road, Azadpur, Delhi-110 033, as an agency for the inspection of Organic Chemicals specified in Schedule annexed to Ministry of Commerce Notification No. 1197 dated 15-4-1966 prior to export at Delhi subject to the following conditions, namely :—

- (i) that M/s. Delhi Test House, Delhi shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Organic Chemicals (Inspection) Rules, 1966;
- (ii) that M/s. Delhi Test House, Delhi in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

[File No. 5/3/94-EI&EP]
KUM. SUMA SUBBANNA, Director

नई दिल्ली, 25 मार्च, 1994

का. आ. 854.—केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 3978 तारीख 20-12-1965 की संलग्न अनुसूची में विनिर्दिष्ट क्रोम कन्सट्रेट सहित क्रोम खनिज को छोड़कर खनिज तथा अयस्क (ग्रुप-II) का दिल्ली में निर्यात में पूर्व निरीक्षण करने के लिए मैसर्स दिल्ली टेस्ट हाउस दिल्ली जिनका रजिस्ट्रीकृत कार्यालय जी टी-11 इंडस्ट्रीयल एरिया जी. टी. करनाल रोड आजादपुर दिल्ली-110 033 में स्थित है को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एनद्द्वारा एक अभिकरण के रूप में मान्यता प्रदान करती है अर्थात्—

- (i) मैसर्स दिल्ली टेस्ट हाउस दिल्ली निर्यात निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा जिससे कि खनिज तथा अयस्क ग्रुप-II के निर्यात (निरीक्षण) नियम 1965 के नियम 4 के अंतर्गत निरीक्षण प्रमाण-पत्र दिया जा सके।
- (ii) मैसर्स दिल्ली टेस्ट हाउस, दिल्ली इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निर्देशों द्वारा आबद्ध होगी जो निदेशक (निरीक्षण

एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे ।

[फाइल सं. 5/3/94—ई. आई. एण्ड ई. पी.]

कुमारी सुमा सुब्बन्ना, निदेशक

New Delhi, the 25th March, 1994

S.O. 854.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Delhi Test House, located and having their registered office at GI-11, Industrial Area, GT Karnal Road, Azadpur, Delhi-110 033, as an agency for the inspection of Minerals and Ores (Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. 3978 dated 20-12-1965 except for Chrome Ore including Chrome Concentrates, prior to export at Delhi subject to the following conditions, namely :—

- (i) that M/s. Delhi Test House, Delhi shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ore Group-II (Inspection) Rules, 1965;
- (ii) that M/s. Delhi Test House, Delhi in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

[File No. 5/3/94-EI&EP]
KUM. SUMA SUBBANNA, Director

नई दिल्ली, 25 मार्च, 1994

का. आ. 855.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार वाणिज्य मंत्रालय की अधीनस्थता सं. का. आ. 3975 तारीख 20-12-1965 में संलग्न अनुसूची में विनिर्दिष्ट खनिज तथा अयस्क (ग्रुप-I) अर्थात् (i) फेरो-मैंगनीज स्लेग सहित फेरोमैंगनीज और (ii) फेरो-मैंगनीज स्लेग सहित बौक्साइट का दिल्ली में निर्यात में पूर्ण निरीक्षण करने के लिए मैसर्स दिल्ली टेस्ट हाउस दिल्ली जिनका रजिस्ट्रीकृत कार्यालय जी टी-11 इंडस्ट्रियल एरिया जी. टी. कर्नाल रोड, आजादपुर, दिल्ली-110 033 में

स्थित है को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एतद्वारा एक अभिकरण के रूप में मान्यता प्रदान करती है अर्थात्:—

- (i) मैसर्स दिल्ली टेस्ट हाउस दिल्ली निर्यात निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा जिससे कि खनिज तथा अयस्क (ग्रुप-I) के निर्यात (निरीक्षण) नियम 1965 के नियम 4 के अंतर्गत निरीक्षण प्रमाण-पत्र दिया जा सके ।
- (ii) मैसर्स दिल्ली टेस्ट हाउस, दिल्ली इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निर्वेशों द्वारा आबद्ध होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे ।

[फाइल सं. 5/3/94—ई. आई. एण्ड ई. पी.]

कुमारी सुमा सुब्बन्ना, निदेशक

New Delhi, the 25th March, 1994

S.O. 855.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Delhi Test House, located and having their registered office at GI-11, Industrial Area, GT Karnal Road, Azadpur, Delhi-110 033, as an agency for the inspection of Minerals and Ores (Group-I) namely (i) Ferromanganese including Ferromanganese Slag and (ii) Bauxite including Calcined bauxite specified in Schedule annexed to Ministry of Commerce Notification No. 3975 dated 20-12-1965 prior to export at Delhi subject to the following conditions, namely :—

- (i) that M/s. Delhi Test House, Delhi shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ores Group-I (Inspection) Rules, 1965;
- (ii) that M/s. Delhi Test House, Delhi in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

[File No. 5/3/94-EI&EP]
KUM. SUMA SUBBANNA, Director

नागरिक पुर्ति उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

(भारतीय मानक ब्यूरो)

नई दिल्ली, 11 मार्च, 1994

का. आ. 856.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (i) की खंड (ख) के अनुमरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस/जिन भारतीय मानक/मानकों, का/के निवरण नीचे अनुसूची में दिया गया है/दिए गए हैं, वह/वे स्थापित हो गया है/ हो गए हैं ।

अनुसूची

क्रम स्थापित भारतीय मानक/कों की संख्या बर्द और शीर्षक नग भारतीय मानक द्वारा अतिरिक्त भारतीय स्थापित तिथि सं. मानक अथवा मानकों, यदि कोई हों, की सं. और वर्ष

(1)	(2)	(3)	(4)
1. आई एस: 204 (भाग 2)—1992 टावर फावले—विशिष्ट भाग 2 अलौह धातु (पांचवा पुनरीक्षण)		आई एस: 204 (भाग 2) : 1978	1992-10-01

(1)	(2)	(3)	(4)
2. आई एस : 205 : 1992 अलौह धातु के कब्जे—विशिष्ट (चौथा पुनरीक्षण)	आई एस : 205 : 1978		1993-03-01
3. आई एस : 303 : 1989 सामान्य प्रयोजनों हेतु प्लाईवुड—विशिष्ट (तीसरा पुनरीक्षण)	आई एस : 303 : 1975		1992-05-01
4. आई एस : 366 : 1991 बिजली की इस्तरियां—विशिष्ट (चौथा पुनरीक्षण)	आई एस : 366 : 1986		1991-12-31
5. आई एस : 624 : 1991 बाह्यसिकल-रिम—विशिष्ट (तीसरा पुनरीक्षण)	आई एस : 624 : 1975		1993-06-01
6. आई एस : 644 : 1992 रोगनों हेतु डाइपेन्टेन—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 644 : 1969		1992-12-31
7. आई एस : 651 : 1992 लवण से ग्लेज किए स्टोन-वेयर के पाइप और फिटिंग—विशिष्ट (पहला पुनरीक्षण)	आई एस : 651 : 1980		1992-12-01
8. आई एस : 1003 (भाग 1)—1991 इमारती लकड़ी के पैनलीकृत एवं ग्लेज किए शटर—विशिष्ट भाग 1 दरवाजा शटर (तीसरा पुनरीक्षण)	आई एस : 1003 (भाग 1) 1977		1993-04-31
9. आई एस : 1200 (भाग 1)—1992 भवन निर्माण और सिविल इंजीनियरी के कार्यों की मापन विधियां (चौथा पुनरीक्षण)	आई एस : 1200 (भाग 1) 1974		1992-12-31
10. आई एस : 1239 (भाग 2) : 1992 मृदु इस्पात के पाइप, नलिकाकार संरचनाओं तथा अन्य पिट्टों इस्पात की फिटिंग की विशिष्ट भाग 2 मृदु इस्पात के साकेट, नलिकाकार संरचनाएं और अन्य पिट्टों इस्पात की फिटिंग (चौथा पुनरीक्षण)	आई एस : 1239 (भाग 2) 1982		1993-04-01
11. आई एस : 1580 : 1991 जल सह एवं रिसाव सह बनाने के लिए विटूमिनोय यौगिक—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 1580 : 1969		1993-03-01
12. आई एस : 2202 (भाग 1) 1991 लकड़ी के फ्लश दरवाजा शटर (ठोस क्रोड टाइप)—विशिष्ट भाग 1 प्लाईवुड के फलक पैनेल (पांचवां पुनरीक्षण)	आई एस : 2202 (भाग 1) : 1983		1992-11-01
13. आई एस : 2346 : 1992 कार्बोनीकृत पेय पदार्थ—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 2346 : 1973		1992-12-31
14. आई एस : 2692 : 1989 जलसेवाओं के लिए फैब्रिल—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 2692 : 1978		1993-04-01
15. आई एस : 2987 : 1992 मशीन औजारों हेतु नियंत्रण के प्रचालन निर्देश—सिफारिशें (दूसरा पुनरीक्षण)	आई एस : 2987 : 1983		1992-11-30

(1)	(2)	(3)	(4)
16. आई एस : 3504—1992 थाइगॉल—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 3504 : 1980		1992-12-31
17. आई एस : 3589 : 1992 जल, गैस और मल-जल हेतु विजरी से बलिष्ठ इस्पात या सीवन ग्रहित इस्पात पाइप (168.3 से 2032 मिमी बाह्य व्यास)—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 3589 : 1981		1992-07-16
18. आई एस : 3818 : 1992 सतल (पियानो) कब्जे— विशिष्ट (तीसरा पुनरीक्षण)	आई एस : 3818 : 1986		1993-03-01
19. आई एस : 4028 : 1992 सौन्दर्य प्रसाधन/उद्योग हेतु मधुमक्खी का चिरंजित मोम—विशिष्ट (तीसरा पुनरीक्षण)	आई एस : 4028 : 1982		199-12-31
20. आई एस : 4270 : 1992 जलकूपों हेतु इस्पात के पाइप— विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 4270 : 1983		1993-03-01
21. आई एस : 5946 : 1992 मौसम विज्ञान-आवृत आर्द्र- तामापी—विशिष्ट (पहला पुनरीक्षण)	आई एस : 5946 : 1970		1992-12-31
22. आई एस : 6012 : 1992 भंवरधारा विधि से लेप की मोटाई—मापन विधि (पहला पुनरीक्षण)	आई एस : 6012 : 1971		1992-12-31
23. आई एस : 6893 (भाग 12) : 1992 मशीन औजारों के ऋय विशिष्टियों हेतु प्रोफार्मा भाग 12 शैलित्ज कोरिंग एवं मिलिंग मशीन (मेज टाइप)	---		1992-12-31
24. आई एस : 7452 : 1990 दरवाजों, खिड़कियों और झरोखों हेतु तप्त बेलित इस्पात के सेक्शन—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 7452—1982		1992-11-01
25. आई एस : 8000 (भाग 2) : 1992 तकनीकी ड्राइंग - ज्यामितीय छूटे भाग 2 अधिकतम सामग्री के सिद्धान्त (पहला पुनरीक्षण)	आई एस : 8000 (भाग 2) : 1976		1992-11-30
26. आई एस : 8000 (भाग 3) : 1992 तकनीकी ड्राइंग, ज्यामितीय छूटे भाग 3 प्रोफाइलों के आयाम और छूटे देना (दूसरा पुनरीक्षण)	आई एस : 8000 (भाग 3) : 1975		1992-11-31
27. आई एस : 8889 : 1992 शल्यक्रिया यंत्र—चिमटी, गुर्दा, पथरी निकालने के लिए चिमटी—रेंडल पैटर्न— आकार और आयाम (पहला पुनरीक्षण)	आई एस : 8889 : 1978		1992-12-30
28. आई एस : 9401 (भाग 13 : 1992) नदीघाटी परि- योजना (बांध और संलग्न संरचनाओं) की मापन विधियां भाग 13 मिट्टी और भराई बांध	---		1992-12-31
29. आई एस : 9434 : 1992 तेल भरे विशुद्ध उपस्कर की मुक्त और धुली गैसों के नमूने लेने और विश्लेषण की निर्देशिका (पहला पुनरीक्षण)	आई एस : 9434 : 1979		1992-12-31

(1)	(2)	(3)	(4)
30. आई एस : 10415 : 1992 बन्नादि—पालीएस्टर रेना कांच टेप—विशिष्ट (पहला पुनरीक्षण)	आई एस : 10415 : 1983		1992-12-31
31. आई एस : 10593 : 1992 तेल भरे विद्युत उपस्कर की गैसों के विश्लेषण की विधि (पहला पुनरीक्षण)	आई एस : 10593 : 1983		1992-12-31
32. आई एस : 10914 (भाग 3) : 1991 मोटर वाहन—हवा भरे टायर—विकर्णप्लाइ—विशिष्ट भाग 3 यात्रीकार टायर (पहला पुनरीक्षण)	आई एस : 10914 (भाग 3) : 1985		1993-04-01
33. आई एस : 11315 (भाग 12) : 1992 शीत सन्ति में अमनता का मात्रात्मक विवरण—विधियां भाग 12 ड्रिल क्रोड अध्ययन	आई एस : 11—		1992-08-31
34. आई एस : 11398 (भाग 2) : 1992 शैतिज तुर्क कैपस्टन, टर्नेट और एकल तुर्क स्वचालित खराद के परीक्षण चार्ट भाग 2 यंत्रणीय छड़ व्यास 25 मिमी या कम और चक्र व्यास 16 मिमी तक	—		1992-10-31
35. आई एस : 11958 (भाग 2) : 1992 शैतिज तुर्क सहित मिलिंग मशीन और बोरिंग परीक्षण चार्ट	—		1992-08-31
36. आई एस : 12970 (भाग 6/अनु. 2) : 1992 अर्द्ध-चालक युक्ति—एकीकृत परिपथ भाग 6 एनालाय एकीकृत परिपथ मापन विधियां अनुभाग 2 रेखीय प्रवर्धक	—		1992-12-31
37. आई एस : 13534 : 1992 द्रवचालित तरल शक्ति—वाल्भ—दाब विभव/प्रवाह अभिव्यक्तियों का निर्धारण	—		1992-11-30
38. आई एस : 13535 : 1992 द्रवचालित तरल शक्ति—बहु-पास विधि से छानने की कार्यकारिता का मूल्यांकन करना	—		1992-11-30
39. आई एस : 13546 : 1992 माल-कार्यकारिता अपेक्षाओं के थ्रू ट्रांसिट हेतु सामान्य प्रयोजी प्लैट पैलेट	—		1992-12-31
40. आई एस : 13548 : 1992 कृषि हेतु पत्रिणदार ट्रेक्टर और खेती की मशीनरी—प्रचालन के सम्पूर्ण शरीर कम्पनों का मापन	—		1992-11-30
41. आई एस : 13549 : 1992 कृषि और वानिकी हेतु ट्रेक्टर और मशीनरी द्रवचालित कप्लिंग ब्रेकिंग परिपथ	—		1992-11-30
42. आई एस : 13552 : 1992 उध्वधिर पिसाई पहिया तर्क और विलोभन टेबल सहित सतह पिसाई हेतु परीक्षण चार्ट	—		1992-11-30
43. आई एस : 15570 : 1992 द्रवचालित तरल पावर—विशिष्ट संदूषण विश्लेषण—प्रचालन तंत्र की लाइनों से तरल नमूनों का निष्कर्षण	—		1992-11-30

(1)	(2)	(3)	(4)
44. आई एस : 13572 (भाग 1) : 1992 क्रेन—क्रेन ड्राइविंग मैनुअल भाग 1 सामान्य	—		1992-11-30
45. आई एस : 13577 : 1992 खाद्य सामग्री, औषध और गेयजल के सम्पर्क में आने वाले इथाइलीन मिथाक्राइलिक अम्ल (ई एम ए ए) के घटकों की अनुमत सूची	—		1992-12-31
46. आई एस : 13578 : 1992 वैराज और तटबंधों हेतु ग्रह: सतही अन्वेषण—रीति संहिता	—		1992-12-31
47. आई एस : 13580 : 1992 पावर इलेक्ट्रॉनिक संश्लेषण हेतु आंतरिक फ्यूज और आंतरिक अधिदाब विक्षेपक	—		1992-12-31
48. आई एस : 13582 : 1992 अक्षरबन्ती—विशिष्ट	—		
49. आई एस : 13587 : 1992 सूचना प्रक्रमण हेतु कम्प्यूटर नल विन्यास रेखाचित्र और प्रतीक और कन्वेंशन	—		1992-11-30
50. आई एस : 13629 : 1992 बस्तादि मशीनरी—बस्तादि प्रक्रम में प्रयुक्त स्टेनलेस इस्पात के शुष्कन मिलिडर— विशिष्ट	—		1992-12-31

इन मानकों/संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों अम्बई, कलकत्ता, चंडीगढ़ तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, गुवाहाटी, जयपुर, कानपुर, पटना और त्रिवेन्द्रम, गाजियाबाद तथा फरीदाबाद में बिक्री हेतु उपलब्ध है।

[सं. के. प्र. वि / 13 : 2]

एन श्रीनिवासन, अपर महानिदेशक

MINISTRY OF CIVIL SUPPLIES CONSUMER AFFAIRS & PUBLIC DISTRIBUTIONS

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 11th March, 1994

S.O. 856 :—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, Bureau of Indian Standards hereby notifies that the Indian Standard(s), Particulars of which are given in the Schedule hereto annexed, have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. and Title of the Indian Standard(s) Established	No. and year of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 204 (Part 2) : 1992 Tower bolts—Specification Part 2 Non-ferrous metals (Fifth Revision)	IS 204 (Part 2) : 1978	1992-10-01
2.	IS 205 : 1992 Non-Ferrous metal butt hinges— Specification (Fourth Revision)	IS 205 : 1978	1993-03-01

(1)	(2)	(3)	(4)
3.	IS 303 : 1989 Plywood for general purposes specification (Third Revision)	IS 303 : 1975	1972-05-01
4.	IS 366 : 1991 Electric iron—Specification (Fourth Revision)	IS 366 : 1986	1971-12-31
5.	IS 624 : 1991 Bicycle-rims—Specification (Third Revision)	IS 624 : 1975	1993-06-01
6.	IS 644 : 1992 Dispentene for paints—Specification (Second Revision)	IS 644 : 1969	1972-12-31
7.	IS 651 : 1992 Salt—glazed stoneware pipes and fittings—Specification (Fifth Revision)	IS 651 : 1980	1992-12-01
8.	IS 1003 (Part 1) : 1991 Timber panelled and glazed shutters—Specification Part 1 Door shutters (Third Revision)	IS 1003 (Part 1) : 1977	1993-04-01
9.	IS 1200 (Part 1) : 1992 Methods of measurement of building and civil engineering works Part 1 Earthwork (Fourth Revision)	IS 1200 (Part 1) : 1974	1992-12-31
10.	IS 1239 (Part 2) : 1992 Specification for mild steel tubes, tubulars and other wrought steel fittings Part 2 Mild steel sockets tubular and other wrought steel pipe fittings (Fourth Revision)	IS 1239 (Part 2) : 1982	1993-04-01
11.	IS 1580 : 1991 Bituminous compounds for water proofing and caulking purposes—Specification (Second Revision)	IS 1580 : 1969	1993-03-01
12.	IS 2202 (Part 1) : 1991 Wooden flush door shutters (Solid core type)—Specification Part 1 Plywood face panels (Fifth Revision)	IS 2202 (Part 1) : 1983	1992-11-01
13.	IS 2346 : 1992 Carbonated beverages—Specification (Second Revision)	IS 2346 : 1973	1992-12-31
14.	IS 2692 : 1989 Ferrules for water services—Specification (Second Revision)	IS 2692 : 1978	1993-04-01
15.	IS 2987 : 1992 Direction of operation of controls for machine tools—recommendations (Second Revision)	IS 2987 : 1983	1992-11-30
16.	IS 3504 : 1992 Thymol—Specification (Second Revision)	IS 3504 : 1980	1992-12-31
17.	IS 3589 : 1992 Seamless or electrically welded steel pipes for water, gas and sewage (168.3 to 2032 mm outside diameter)—Specification (Second Revision)	IS 3589 : 1981	1992-07-16
18.	IS 3818 : 1992 Continuous (Piano) hinges—Specification (Third Revision)	IS 3818 : 1986	1993-03-01

(1)	(2)	(3)	(4)
19. IS 4028 : 1992 Beeswax, bleached for cosmetic industry—Specification (Third Revision)	IS 4028 : 1982		1992-12-31
20. IS 4270 : 1992 Steel tubes used for water wells—Specification (Second Revision)	IS 4270 : 1983		1993-03-01
21. IS 5946 : 1992 Meteorology—whirling Psychrometer—Specification (First Revision)	IS 5946 : 1970		1992-12-31
22. IS 6012 : 1992 Measurement of coating thickness by Eddy current method (First Revision)	IS 6012 : 1971		1992-12-31
23. IS 6893 (Part 12) : 1992 Proforma for purchase specification for machine tools Part 12 Horizontal boring and milling machines (Table type)			1992-12-31
24. IS 7452 : 1990 Hot rolled steel sections for doors, windows and ventilators—Specification (Second Revision)	IS 7452 : 1982		1992-11-01
25. IS 8000 (Part 2): 1992 Technical drawings—Geometrical tolerancing Part 2 Maximum material principles (First Revision)	IS 8000 (Part 2) : 1976		1992-11-30
26. IS 8000 (Part 3) : 1992 Technical drawings—Geometrical tolerancing Part 3 Dimensioning and tolerancing of profiles (Second Revision)	IS 8000 (Part 3) : 1975		1992-11-30
27. IS 8889 : 1992 Surgical instruments— forceps, stone, kidney, randall's pattern—Shapes and dimensions (First Revision)	IS 8889 : 1978		1992-12-31
28. IS 9401 (Part 13) : 1992 Method of measurement of works in river valley projects (Dams and appurtenant structures) (Part 13 Earth and fill dams)			1992-12-31
29. IS 9434 : 1992 Guide for sampling and analysis of free and dissolved gases and oil from oil-filled electrical equipment (First Revision)	IS 9434 : 1979		1992-12-31
30. IS 10415 : 1992 Textiles-Polyester fibreglass tapes—Specification (First Revision)	IS 10415 : 1983		1992-12-31
31. IS 10593 : 1992 Method of evaluating the analysis of gases in oil-filled electrical equipment in service (First Revision)	IS 10593 : 1983		1992-12-31

1	2	3	4
32.	IS-10914 (Part 3) : 1991 Automotive vehicles—Pneumatic tyres-diagonal ply—Specification Part 3 Passenger car tyres (First Revision)	IS-10914 (Part 3) : 1985	1993-04-01
33.	IS-11315 (Part 12) : 1992 Quantitative description of discontinuities in rock mass-Methods Part 12 Drill core study	—	1992-08-31
34.	IS-11398 (Part 2) : 1992 Test Charge horizontal spindle capstan, turret and single spindle automatic lathes Part 2 Machinable bar diameter 25 mm or less and chuck diameter upto 160 mm	—	1992-10-31
35.	IS-11958 (Part 2) : 1992 Test chart for boring and milling machines with horizontal spindle Part 2 Floor type machines	—	1992-08-31
36.	IS-12970 (Part 6/Sec. 2) : 1992 Semiconductor devices-integrated circuits Part 6 Analogue integrated circuits, measuring methods Section 2 Linear Amplifiers	—	1992-12-31
37.	IS-13534 : 1992 Hydraulic fluid power-valves-Determination of pressure differential/Flow characteristics	—	1992-11-30
38.	IS-13535 : 1992 Hydraulic fluid power-filters-multi-pass method for evaluating filtration performance	—	1992-11-30
39.	IS-13546 : 1992 General purpose flat pallets for through transit of goods-performance requirements	—	1992-12-31
40.	IS-13548 : 1992 Agricultural wheeled tractors and field machinery-measurement of whole-body vibration of the operator	—	1992-11-30
41.	IS-13549 : 1992 Tractors and machinery for agriculture and forestry-hydraulic coupling-braking circuits.	—	1992-11-30
42.	IS-13552 : 1992 Test charts for surface grinding machines with vertical grinding wheel spindle and reciprocating table.	—	1992-11-30
43.	IS-13570 : 1992 Hydraulic fluid power-particulate contamination analysis-extraction of fluid samples from lines of an operating system	—	1992-11-30
44.	IS-13572 (Part 1) : 1992 Cranes-crane driving manual Part 1 General	—	1992-11-30
45.	IS-13577 : 1992 Positive list of constituents of ethylene methacrylic acid (EMAA) copolymers and terpolymers in contact with foodstuffs, pharmaceuticals and drinking waters.	—	1992-12-31
46.	IS-13578 : 1992 Subsurface exploration for barrages and weirs—Code of practice	—	1992-12-31

1	2	3	4
47.	IS-13580 : 1992 Internal fuses and interal overpressure disconnectors for power electronic capacitors	—	1992-12-31
48.	IS : 13582 T : 1992 Agarbattis-Specification	—	1992-12-31
49.	IS-13587 : 1992 Computer system configuration diagram symbols and conventions for information processing systems	—	1992-11-30
50.	IS-13629 : 1992 Textile machinery stainless steel drying cylinders used in textile processing—Specification	—	1992-12-31

Copies of these Indian Standards are available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Bombay, Calcutta, Chandigarh and Madras and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Guwahati, Hyderabad, Jaipur, Kanpur, Patna and Trivendrum.

[No. CMD/13: 2]

N. SRINIVASAN, Addl. Director Gen.

नई दिल्ली, 11 मार्च, 1994

का. आ. 857.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) की खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस/जिन भारतीय मानक/मानकों, का/के विवरण नीचे अनुसूची में दिया गया है/दिए गए हैं, वह/वे स्थापित हो गया है/हो गए हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक/कों की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों, यदि कोई हो, की सं. और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस : 168—1993 सामान्य प्रयोजन हेतु हवा में सूखते तैयारशुदा रोगन—विशिष्ट (तीसरा पुनरीक्षण)	आई एस : 168—1950	93-03-30
2.	आई एम : 346—1993 फैनलाइट कैच—विशिष्ट (तीसरा पुनरीक्षण)	आई एस : 364—1952	93-08-31
3.	आई एस : 1485—1993 मारकोनी, स्पागेटी, सिवाइयों और अंडे की सिवाइयां—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 1485—1959	93-07-31
4.	आई एस : 1681—1993 वस्त्रादि—अस्पताल हेतु ऊनी रंगे कंबल—विशिष्ट (दूसरा पुनरीक्षण)	आई एस : 1681—1972	93-07-31
5.	आई एस : 2102 (भाग 2) : 1993 सामान्य छूटें भाग 2 एकल छूटों संकेतों रहित लक्षणों हेतु ज्यामितीय छूटें	आई एस : —	93-03-30
6.	आई एस : 2681—1993 दरवाजों के लिए पेडलाक के साथ प्रयुक्त अलौहधातु के खिसकने वाले काबले—विशिष्ट (तीसरा पुनरीक्षण)	आई एस : 2681—1964	93-07-31
7.	आई एम : 2874—1993 वस्त्रादि—हैंची सी पटसन के बोरे—विशिष्ट (पहला पुनरीक्षण)	आई एस : 2874—1964	93-08-31

(1)	(2)	(3)	(4)
8. आई एम : 3328—1993 तरण ताल में पानी के लिए गुणता छूटें (पहला पुनरीक्षण)	आई एम : 3328—1965		93-07-33
9. आई एम : 3750 : 1993 बस्त्रादि—पटसन कर्त सैक कपड़ा—विशिष्ट (पहला पुनरीक्षण)	आई एस : 3750—1966		92-08-31
10. आई एस : 4318—1993 शिरोपरि कर्पक लाइन हेतु ठोस क्रोड कोर्सलेन के विद्युत रोधक (इन्सुलेटर्स) (पहला पुनरीक्षण)	आई एस : 4318—1993		93-07-31
11. आई एस : 5468—1993 ब्लेन्को—विशिष्ट (पहला पुनरीक्षण)	—		93-07-31
12. आई एम : 5644 (भाग 3)—1993 धात्विक चूर्ण—आवयन विधि से आक्सीजन का निर्धारण भाग 3 हाइड्रोजन अपचनीय आक्सीजन (तीसरा पुनरीक्षण)	आई एस : 5644—1970		93-04-30
13. आई एम : 6019—1993 प्लेटिनम डिश विशिष्ट (पहला पुनरीक्षण)	आई एम : 6019—1971		93-07-31
14. आई एम : 6595 (भाग 2)—1993 साफ, ठंडे, ताजे पानी के लिए शक्तिज अपकेन्डी पम्प भाग 2 सामान्य प्रयोजनों (क्षुपि और ग्रामीण जल आपूर्ति के अलावा) (दूसरा पुनरीक्षण)	आई एम : 6595—1972		93-07-31
15. आई एम : 6766—1993 निकिल और क्रोम लेपित सतह पर प्रयुक्त बफिंग यौगिक (पहला पुनरीक्षण)	आई एम : 6766—1972		93-07-31
16. आई एम : 7704—1993 4-एमिनोटॉलूइन 3—सल्फो-निक अम्ल—विशिष्ट (पहला पुनरीक्षण)	आई एस : 7704—1975		93-07-31
17. आई एस : 8243 (भाग 2)—1993 वाष्प निर्वात पम्प कार्यकारिता अभिलक्षणों का मापन भाग 2 पवित्र गति (प्रवाह) के आयतन दर का मापन (पहला पुनरीक्षण)	आई एम : 8243—1976		93-05-30
18. आई एस : 8331—1993 बस्त्रादि—अंगोला कमीज का कपड़ा (पहला पुनरीक्षण)	आई एस : 8331—1976		93-07-31
19. आई एम : 7616—1993 सी 1 : 3 से 1 : 500 और 6 से 630 मिमी तक लम्बाई शक्वाकार कार्य टुकड़ों हेतु शंकु छूटों की प्रणाली (पहला पुनरीक्षण)	आई एम : 7616—1975		93-05-30
20. आई एस : 8183—1993 बुड़ खनिज ऊर्ण—विशिष्ट (पहला पुनरीक्षण)	आई एम : 8183—1976		93-08-31
21. आई एस : 9182—1993 तार रस्सी और रेशा क्रोडो हेतु स्नेहक भाग 2 तारलड़ और रस्सी हेतु स्नेहक (पहला पुनरीक्षण)	आई एम : 9182—1979		93-05-31
22. आई एस : 10035—1993 धात्विक फिल्टर हेतु काँस्य चूर्ण—विशिष्ट (पहला पुनरीक्षण)	आई एम : 10035—1981		93-04-30

(1)	(2)	(3)	(4)
23. आई एस : 10280;—1993 मिट्टी ढकलने की मशीनरी —प्रचालन और रखरखाव फार्मेट और मैनुअल के विषय (पहला पुनरीक्षण)	आई एस : 10280—1982		93-07-31
24. आई एस : 10694 (भाग 1)—1993 मोटर बहन— रिम सामान्य अपेक्षाएं भाग 1 नामकरण पदनाम, अंकन और मापन (पहला पुनरीक्षण)	आई एस : 10694—1983		93-08-31
25. आई एस : 10856—1993 मिट्टी धकेलने वाली मशीन —उत्पापक स्क्रेपर आयतनी रेटिंग (पहला पुनरीक्षण)	आई एस : 10856—1984		93-07-31
26. आई एस : 10859—1993 मिट्टी धकेलने वाली मशीन —ड्रेप्पर बॉडीज—आयतनी रेटिंग (पहला पुनरीक्षण)	आई एस : 10859—1984		93-07-31
27. आई एस : 12375 (भाग 2)—1993 शल्यक्रिया हेतु अंतः रोपी—आंशिक और सम्पूर्ण कूल्हे जोड़ प्रोस्थेसिस भाग 2 धात्विक और प्लास्टिक मामूली से बनी बेयरिंग सतहें	—		93-02-28
28. आई एस : 13473 (भाग 3)—1993 क्रेन—शब्दावली, भाग 3 टावर क्रेन			93-05-30
29. आई एस : 13536—1993 पुस्तकालयों, अभिलेखागारों सूचना एवं प्रलेखन केन्द्रों तथा उनके आंकड़ा बेसों की प्रलेखन डाइरेक्टियां	—		93-03-30
30. आई एस : 13610—1993 इलेक्ट्रानिक प्लास और— निप्पर—नामकरण	—		93-05-30
31. आई एस : 13648—1993 पावर इलेक्ट्रानिक्स संधारित्र			
32. आई एस : 13663—1993 चिली ओलियो रेजिन— विशिष्टि	—		93-02-28
33. आई एस : 13675 (भाग 2)—1993 सूचना प्रक्रमण तंत्र हेतु संचार में दूर प्रचालन, भाग 2 प्रोटोकॉल— विशिष्टि	—		93-05-31
34. आई एस : 13685 (भाग 2)—1993 बल्क प्रहस्तन— उपस्कर-शिप लोडर-चुनाव हेतु रेल भाउंटेड आंकड़ा पत्र भाग 2 उत्पादक/आपूर्तिकर्ता द्वारा सूचना प्रदत्त की जाएगी	—		93-04-30
35. आई एस : 13686—1993 आन्तरिक बहन इंजन-रेडि- एटर्स—परीक्षण विधि	—		93-08-31
36. आई एस : 13696—1993 रेडियो और टी वी रिसीवर का अंतर कनेक्शन—विशिष्टि	—		93-06-30
37. आई एस : 13697—1993 श्रेणी 1—मासवाही आधान— टैंक आधानों हेतु अन्तरफलक कनेक्शन	—		93-07-31
38. आई एस : 13698 (भाग 1)—1993 श्रेणी 1—माल- वाही आधान—टैंकजलपोत पर रखे आधानों से संबंधित सूचना	—		93-05-31
39. आई एस : 13701—1993 दंत विज्ञान दृश्य धूर्णों यंत्र परीक्षण विधि	—		93-06-30

(1)	(2)	(3)	(4)
40. आई एस : 13707 (भाग 1)---1993 सूचना प्रक्रमण प्रणाली हेतु पाठ संचार में विष्वसनीय अंतरण भाग 1 माडल और सेवा प्ररिभाषा		---	93-06-30
41. आई एस : 13709---1993 बिजली के बिक्रिता उपकरण ---दंत्य एक्स-रे उपस्कर---विकिरण से सुरक्षा		---	93-03-31
42. आई एस : 13718 (भाग 2)---1993 समय विज्ञान--- घड़ी की पट्टियां भाग 2 स्टेनलेस स्टील		---	93-07-31

इन मानकों/संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, चण्डीगढ़ तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना और त्रिवेन्द्रम, गाजियाबाद तथा फरीदाबाद में बिक्री हेतु उपलब्ध है।

[स. के. प्र. वि. 13 : 2]

एन. श्रीनिवासन, अपर महानिदेशक

New Delhi, the 11th March, 1994

S.O. 857 :—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard(s), Particulars of which are given in the Schedule hereto annexed, have been established on the date indicated against each:

THE SCHEDULE

Sl. No.	No. Year and Title of the Indian Standard(s) Established	No. and year of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS : 168-1993 Ready mixed paint, air drying for general purpose-specification (third revision)	IS : 168-1950	93-03-30
2.	IS : 364-1993 Fanlight catch specification (third revision)	IS : 364-1952	93-08-31
3.	IS : 1485-1993 Macaroni, spaghetti, vermicelli and egg noodle—specification (second revision)	IS : 1485-1959	93-07-31
4.	IS : 1681-1993 Textiles-hospital blankets, wollen, dyed-specification (second revision)	IS : 1681-1972	93-07-31
5.	IS : 2102 (Part 2)-1993 General tolerances Part 2 Geometrical tolerances for features without individual tolerance indications		93-03-30
6.	IS : 2681-1993 Non-ferrous metal sliding door bolts (aldrops) for use with padlocks-specification (third re vision)	IS : 2681-1964	93-07-31
7.	IS : 2774-1993 Textiles heavy cee jute bags —specification (first revision)	IS : 2874-1964	93-08-31

(1)	(2)	(3)	(4)
8.	IS : 3328-1993 Quality tolerances for water for swimming pools (first revision)	IS : 3328-1965	1993-07-31
9.	IS : 3750-1993 Textiles jute corn sack cloth-specification (First revision)	IS : 3750-1966	1993-08-31
10.	IS : 4318-1993 Solid core porcelain insulators for overhead traction lines-specification (first revision)	IS : 4318-1993	1993-07-31
11.	IS : 5468-1993 Blanco-specification (first revision)	IS :	1993-07-31
12.	IS : 5644 (Part 3)-1993 Metallic powders-determination of oxygen content by reduction methods Part 3 Hydrogen-reducible oxygen (third revision)	IS : 5644-1970	1993-04-30
13.	IS : 6019-1993 Platinum dish-specification (first revision)	IS : 6019-1971	1993-07-31
14.	IS : 6595 (Part 2)-1993 Horizontal centrifugal pumps for clear, cold water Part 2 general purpose (other than agricultural and rural water supply) specification (second revision)	IS : 6595-1972	1993-07-31
15.	IS : 6766-1993 Buffing compounds used for nickel and chrome plated surfaces-specification (first revision)	IS : 6766-1972	1993-07-31
16.	IS : 7704-1993 4-aminotoluene-3- sulphonic acid-specification (first revision)	IS : 7704-1975	1993-07-31
17.	IS : 8243 (Part 1)-1993 vapour vacuum pumps-measurements of performance characteristics Part 1 measurements of volume rate of flow pumping speed) (first revision)	IS : 8243-1976	1993-05-30
18.	IS : 8331-1993 Textile angola shirting-specification (first revision)	IS : 8331-1976	1993-07-31
19.	IS : 7616-1993 System of cone tolerances for conical workpieces from C-1 : 3 to 1 : 500 and lengths from 6 to 630 mm (first revision)	IS : 7616-1975	1993-05-30
20.	IS : 8183-1993 Bonded mineral wool-specification (first revision)	IS : 8183-1976	1993-08-31
21.	IS : 9182 (Part 2)-1993 Lubricants for wire ropes and fibre cores-specification Part 2 lubricants for wire strands and ropes (first revision)	IS : 9182-1979	1993-05-31
22.	IS : 10035-1993 Bronze powder for metallic filters-specification (first revision)	IS : 10035-1981	1993-04-30
23.	IS : 10280-1993 Earth-moving machinery-operation and maintenance format and content of manuals (first revision)	IS : 10280-1982	1993-07-31
24.	IS : 10694 (Part 1)-1993 Automotive vehicles-rims-general requirements Part 1 nomenclature, designation, marking and measurement (first revision)	IS : 10694-1983	1993-08-31

(1)	(2)	(3)	(4)
25. IS : 10856-1993 Earth-moving machinery-elevating scrapers volumetric ratings (first revision)	IS : 10856-1984		1993-07-31
26. IS : 10859-1993 Earth moving machinery-dumper bodies-volumetric ratings (first revision)	IS : 10859-1984		1993-07-31
27. IS : 12375 (Part 2)-1993 Implants for surgery-partial and total hip joint prostheses Part 2 bearing surfaces made of metallic and plastic materials	—		1993-02-28
28. IS : 13473 (Part 3)-1993 cranes-vocabulary Part 3 tower cranes	—		1993-05-30
29. IS : 13536-1993 Documentation directories of libraries, archives, information and documentation centres, and their data bases	—		1993-03-30
30. IS : 13610-1979 Electronic pliers and nippers-nomenclature	—		1993-05-30
31. IS : 13648-1993 Power electronics capacitors	—		1993-06-30
32. IS : 13663-1993 Chilli oleoresin-specification	—		1993-02-28
33. IS : 13675 (Part 2)-1993 Remote operations in text communication for information processing systems Part 2 protocol specification	—		1993-05-31
34. IS : 13685 (Part 2)-1993 Bulk handling equipment ship loader-rail mounted data sheet for selection part 2 information to be supplied by manufacturer/supplier	—		1993-04-30
35. IS : 13686-1993 Internal combustion engines-radiators-methods of test	—		1993-08-31
36. IS : 13696-1993 Interconnection of radio and TV receivers-specification	—		1993-06-30
37. IS : 13697-1993 Series 1 freight containers-interface connections for tank containers	—		1993-07-31
38. IS : 13698 (Part 1)-1993 Freight containers-information related to containers on board vessels part 1 bay plan system	—		1993-05-31
39. IS : 13701-1993 Dentistry-dental rotary instruments-test methods	—		1993-06-30
40. IS : 13707 (Part 1)-1993 Reliable transfer in text communication for information processing systems Part 1 model and service definition	—		1993-06-30
41. IS : 13709-1993 Medical electrical equipment dental X-ray equipment-radiation safety	—		1993-03-31
42. IS : 13718 (Part 2)-1993 Horology-watch straps Part 2 stainless steel-specification	—		1993-07-31

Copies of these Indian Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Bombay, Calcutta, Chandigarh and Madras and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghazibad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna and Thiruvananthapuram.

[No. CMD/13:2]

N. SRINIVASAN, Addl. Director General

शहरी विकास मंत्रालय

(संपदा निदेशालय)

नई दिल्ली, 15 मार्च, 1994

का.आ. 858.—राष्ट्रपति, मूल नियमों के नियम 45 के उपबन्धों के अनुसरण में, भारत सरकार के तत्कालीन वित्त विभाग के पत्र सं. 104-जी.एस.आर. तारीख 4 फरवरी, 1922 द्वारा जारी किए गए अनुपूरक नियमों का और संशोधन करने के लिए निम्नलिखित नियम बनाने हैं, अर्थात् :—

1. संक्षिप्त नाम और प्रारम्भ : (1) इन नियमों का संक्षिप्त नाम गैराज आबंटन (दिल्ली में साधारण पूल) संशोधन नियम, 1994 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. अनुपूरक नियमों के भाग 8 में, गैराज आबंटन (दिल्ली में साधारण पूल) नियम, 1964 से संबंधित खंड 26-ड में,—

(क) नियम अनु.नि. 317-ड-5 के स्थान पर निम्न-लिखित नियम रखा जाएगा, अर्थात् :—

“अनु.नि. 317-ड-5(1) संपदा निदेशालय में प्रत्येक परिक्षेत्र के लिए पृथक् रूप से गैराज के संबंध में प्रतीक्षा सूचियां रखी जाएंगी, जिनमें उस परिक्षेत्र में गैराज के आबंटन के लिए आवेदकों के नाम, उनकी पूर्वांकता के क्रम में दर्शाये जायेंगे जिसका गणना अनु.नि. 317-ड-4 के अधीन प्रत्येक आवेदन की प्राप्ति की तारीख से की जाएगी।

(2) जहां दो या उससे अधिक अधिकारियों के आवेदन संपदा निदेशालय में एक ही तारीख को प्राप्त होते हैं, वहां पूर्वांकता का अन्वयण उस परिक्षेत्र में जिसमें गैराज का आबंटन कहा गया है, आवेदकों के ठहरने की अवधि के आधार पर किया जाएगा।

(3) जहां किसी ऐसे अधिकारी ने जिसने अपने फ्लैट के निकट गैराज के आबंटन के लिए आवेदन किया है और गैराज लम्बी दूरी पर आवंटित किया गया है, आबंटन पत्र की प्राप्ति के सात दिन के अन्दर सूचना देता है कि यह इसके बदले में कोई दूसरा गैराज अपने फ्लैट के निकट आवंटित किए जाने का इच्छुक है वहां उसका नाम प्रतीक्षा सूची में रखा जाएगा और वह पूर्वांकता की गणना संपदा निदेशालय में अपने मूल आवेदन की प्राप्ति की तारीख से करेगा।

परन्तु गैराज को बदलने की मंजूरी केवल एक बार दी जाएगी :

परन्तु यह और कि यदि कोई अधिकारी अपने फ्लैट से आधे किलोमीटर से अधिक दूरी पर गैराज का आबंटन स्वीकार नहीं करता है तो उसके इंकार किए जाने से प्रतीक्षा सूची में उसका स्थान प्रभावित नहीं होगा।

4. कोई ऐसा अधिकारी, जिसे अनुकल्पी धास-सुविधा किसी अन्य परिक्षेत्र में आवंटित की गई है उस तारीख से जिसकी पूर्ववर्ती परिक्षेत्र में गैराज के आबंटन के लिए उसका आवेदन यदि कोई है, संपदा निदेशालय में रजिस्ट्रीकृत था, चाहे कोई गैराज पूर्ववर्ती परिक्षेत्र में उसे आवंटित किया गया था या नहीं।”

(ख) अनु.नि. 317-ड-6 में, “उस ब्लॉक की” शब्दों के स्थान पर “उस परिक्षेत्र के लिए जिसमें आबंटन या आवंटन में परिवर्तन चाहा गया है” शब्द रखे जायेंगे।

[सं. 12035(3)/92-पाल-II]

आर.डी. सहाय, उप निदेशक (पी)

पाठ टिप्पणी :—गैराजों का आबंटन (दिल्ली में साधारण पूल) नियमावली, 1964 को एस.ओ. 875 दिनांक 25 फरवरी, 1964 के तहत भारत के राजपत्र, भाग-II, धारा-2, उपधारा-ii, दिनांक 14-2-1964 में प्रकाशित किया गया था। 28-8-92 को उन्हें जी.एस.आर. सं. 394 के तहत भारत के राजपत्र में प्रकाशित अधिसूचना सं. 12035(3)/92-नीति II दिनांक 26-8-92 द्वारा संशोधित किया गया था।

MINISTRY OF URBAN DEVELOPMENT

(Directorate of Estates)

New Delhi, the 15th March, 1994

S.O. 858.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President is pleased to make the following rules further to amend the Supplementary Rules issued with the Government of India in the then Finance Department, letter No. 104-GSR, dated the 4th February, 1922, namely :—

1. Short title and commencement.—(1) These rules may be called the Allotment of Garages (General Pool in Delhi) Amendment Rules, 1994.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Supplementary Rules, in Part VIII, in Division XXVI-M relating to the Allotment of Garages (General Pool in Delhi) Rules, 1964—

(a) for rule S.R. 317-M 5, the following rule shall be substituted, namely :—

“S.R. 317-M-5—(1) Waiting lists shall be maintained in the Directorate of Estates separately for each locality showing the names of applicants for allotment of garages in that locality in the order of their priority counted from the date of receipt of each application under SR-317-M-4.

(2) Where applications from two or more officers are received on the same date in the Directorate of Estates, priority shall be determined on the basis of the length of stay of the applicants in the locality in which allotment of garages is sought.

- (3) Where an officer, who has applied for allotment of a garage in proximity to his flat and has been allotted a garage at a longer distance, intimates within seven days of the receipt of the allotment letter that he desires to be allotted another garage in exchange in proximity to his flat, his name shall be retained on the waiting list and he shall count priority from the date of receipt of his original application in the Directorate of Estates.

Provided that a change of garage shall be allowed only once :

Provided further that if an officer does not accept allotment of a garage at a distance of more than half a kilometre from his flat, his refusal shall not affect his position on the waiting list.

- (4) An officer who is allotted alternative accommodation in another locality shall count priority for allotment of garage in that locality from the date on which the application, if any, for allotment of garage in the previous locality was registered in the Directorate of Estates, whether a garage in the previous locality was allotted to him or not ;"

- (b) in S.R. 317-M-6, for the words "for the Block", the words "for the locality in which allotment or change of allotment has been sought" shall be substituted.

[No. 12035(3)/92-Pol. II]

R. D. SAHAY, Dy. Director
of Estates (Policy)

Footnote—The Allotment of Garage (General Pool in Delhi) Rules 1964 were published in the Gazette of India Part-II Section 3, Sub-section II dated 14-3-1964 vide S.O. 875 dated the 25th February, 1964. They were amended by notification No. 12035(3)/92-Pol. II dated 26-8-92 published in Gazette of India vide GSR No. 394 on 29-8-92.

CORRIGENDUM

New Delhi, the 21st March, 1994

S.O.859.—In the English version of the notification of the Government of India in the Ministry of Urban Development (Dte. of Estates) No. S.O. 2679 dated 13-9-93, published at page 3822 of the Gazette of India, Part-II, Section-3(ii) dated 11-12-93 the following correction may be made:—

Reference	for	Read
below in col. 2 of the Table.	'registered'	'requisitioned'

[F.No. 21012/1/93-Pol. IV]

R.D. SAHAY, Dy. Director of Estates(P)

अभ्य संज्ञासूचक

नई दिल्ली, 7 मार्च, 1994

का.प्र. 860.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, एम.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-94 को प्राप्त हुआ था ।

[फ.नं. 42012/14/88-डी-व/डी- II (बी.)]

राजा लाल, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 7th March, 1994

S.O. 860.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 4-3-1994

[No. L-42012/14/88-D.V/D II (B)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I
Dated, 21st day of February, 1994

Industrial Dispute No. 58 of 1992

BETWEEN

S. A. Ismail

—Petitioner

AND

1. The Senior Regional Manager, F.C.I., Hyderabad.

2. The Food Corporation of India, Kurnool

—Respondents.

APPEARANCES :

M/s. G. Bikshapathi, G. Vidya Sagar, V. Vishwanatham,
N Vinesh Raj and G. Ravi Mohan, Advocates—
for the Petitioner.

Sri Koka Satyanarayana Rao, Advocate—for the Respondents.

AWARD

The Government of India, Ministry of Labour by its Order No. L-42012/14/88-D.V/D-II (B) dated 26-8-1992 referred the following dispute under Section 10(1)(d) (2-A) of the Industrial Disputes Act, 1947 between the Management of Food Corporation of India, Kurnool and their Workmen to this Tribunal for adjudication :

"Whether the action of the management of Food Corporation of India, Kurnool (A.P.) in terminating the services of Sri S. A. Ismail, ex-daily rated watchman is justified ? If not, to what relief the concerned workman is entitled to "

This reference was registered as Industrial Dispute No. 58 of 1992 and notices were issued to both the parties.

2. The brief facts of the claim statement filed by the Petitioner-Workman read as follows :—

During the years 1973 to 1977 there was heavy procurement programme consequent to the bumper

crops in Andhra Pradesh. However, the recruitment in all categories of posts of Watchman, Sweepers, Assistant (Depot) etc. was done on daily rated basis. Having realised that the appointing of employees on daily rate basis is not proper, the Food Corporation of India has issued instructions to regularise the services of the daily rated workman from 8-1-1976 onwards. In respect of employees who were terminated from service an amendment was introduced to the Food Corporation of India Employees Service Regulations in 1976 to the effect that the employees who were recruited on daily rate basis should also be considered for appointment against direct recruitment along with the candidates sponsored by the Employment Exchange. The relevant Gazette Notification is given in the claim statement. It is submitted that the petitioner worked as Watchman from 26-12-1975 to 18-1-1977 in Kurnool Depots and his services were disengaged from 18-1-1977 without any notice or any valid reasons. Ever since the disengagement, the petitioner has been making representations personally and also through the Union to consider his candidature for regular appointment in pursuance of the amendment as stated supra. But there was no response. The conciliation officer sent a failure report to the Government of India. The Government of India on erroneous consideration of the facts on law, rejected the case for reference to the Government of India, the petitioner filed Writ Petition No. 16010/87. The Hon'ble High Court of Andhra Pradesh, by an order dated 3-2-1988, allowed the Writ Petition and directed the Government of India to refer the matter for adjudication by this Hon'ble Tribunal. Aggrieved by the orders of the Learned Single Judge, the management has filed Writ Appeal No. 668 of 1988. In pursuance of the orders of the Hon'ble filed Writ Petition No. 16010/87. The Hon'ble to this Hon'ble Tribunal. The impugned order of disengagement is illegal, whereas the workman appointed subsequent to the petitioner's appointment were continued but the services of the petitioner were terminated. The alleged action is also violative of Section 25-H of the I. D. Act. The Respondents have not maintained the seniority list and has not followed the procedure for retrenchment, under Section 25-G of the I. D. Act. There are no latches on the part of the petitioner ever since the disengagement in January 1977. It is therefore prayed that the Hon'ble Court may be pleased to hold that the disengagement of the Petitioner w.e.f. 18-1-1977 as illegal and consequently pass an Award directing the Respondents Management to reinstate the petitioner into service with all consequential benefits and pass orders as this Hon'ble Court deems fit and proper.

3. The brief facts of the counter filed by the Respondent Corporation read as follows :—

The reference as made is not maintainable either in law or on facts. The above dispute is not an industrial dispute and the same is liable to be rejected. The petitioner worked as daily rated watchman in this godown and that the Petitioner never put in 240 days of service in a year as such the applicability of the provisions of the I. D. Act does not arise. The petitioner never made any representation after his disengagement. The petitioner is aware that the godowns where he worked were dehiared and that there was no work. The allegation of the petitioner that the action of the Respondent is in violation of Section 25(H) of the I. D. Act is not true and correct. The petitioner worked only as daily rated watchman and that for a very short period as such the question of violation of Section 25(H) and 25(G) of the I. D. Act does not arise. The petitioner has been gainfully engaged all along. The reference suffers from latches and not maintainable in law. The petitioner has never been sponsored by the employment exchange as such the question of considering the petitioner's case for regular appointment does not arise. In view of what has been stated above the respondent herein

prays that this Hon'ble Tribunal may be pleased to reject the reference and pass a Nil Award.

4. The point for adjudication is whether the action of the Respondent-Management in terminating the services of Sri S. A. Ismail is justified or not ?

5. WW-1 is examined on behalf of the Petitioner-Workman and marked Exs. W-1 to W-4. MW-1 was examined on behalf of the Respondent and no documents were marked on its side.

6. WW-1 is S. A. Ismail. He deposed that he is the petitioner herein. Ex. W-1 is the appointment dated 24-12-1975. He worked in the Food Corporation of India as daily rated employee upto January 1977. Ex. W-2 is the identity card issued by the Food Corporation of India valid upto 30-1-1976. Ex. W-3 is the xerox copy of the certificate dated 18-11-1976. He went to High Court claiming employment. High Court directed him to this Tribunal. Ex. W-4 is the conciliation meeting held before the Regional Labour Commissioner, Hyderabad dated 13-7-1992. The person who have worked along with him are still continuing in the Corporation. At the time of his termination notice pay and retrenchment compensation were not paid. He prays for reinstatement him into service.

7. RW-1 is S. Vidya Sagar. He deposed that he is working as Assistant Manager in Food Corporation of India at Kurnool. He knows the petitioner in this case. He worked under the Respondent as daily rated watchman in Paddy Purchase Centres, as Watchman at the godown. The godowns were taken temporarily on lease. The petitioner never worked continuously 240 days. The petitioner's case does not come under the purview of retrenchment and no notice and no retrenchment compensation were payable. The godowns in which the petitioner worked as daily rated watchman are not there. Under the Respondent Corporation not even single godown is existing at Kurnool. The petitioner never made any representation to the Respondent before filing the case against the Respondent Corporation in the High Court. There are no juniors to the Petitioner were retained in service. The petitioner is not entitled for reinstatement.

8. The case of the Petitioner-workman that he was appointed as Watchman on daily wage basis, the petitioner workman worked as Watchman from 26-12-1975 to 18-1-1977 in Kurnool Depots and his services were disengaged from 18-1-1977 without any notice or valid reasons and that the impugned order of disengagement is illegal and arbitrary. The contention of the Petitioner-workman that having realised that the appointing of employees on daily rate basis is not proper, the Food Corporation of India has issued instructions to regularise the services of the daily rated workman from 8-1-1976 onwards in respect of employees who were terminated from service. An amendment was introduced to the Food Corporation of India Employees Service Regulations in 1976 to the effect that the employees who were recruited on daily rated basis should also be considered for appointment against direct recruitment along with the candidates sponsored by the Employment Exchange. The contention of the Respondent Corporation on the other hand is that the Petitioner-Workman worked as daily rated watchman and that he never put in 240 days of service in a year as such the applicability of the provisions of the I.D. Act does not arise and that the action of the Respondent in violation of Section 25(H) of the I. D. Act is not true and correct.

9. In this case the Petitioner-workman is solely depending upon the instructions issued by the Food Corporation of India in regard regularising the services of the daily rated workmen from 8-1-1976 onwards who were terminated from service and that an amendment was introduced to the Food Corporation of India Employees Service Regulations in 1976 to the effect that the employees who were recruited on daily rate basis should be considered for appointment against direct recruitment along with the candidates sponsored by the Employment Exchange. For this the Petitioner Workman extracted the relevant portion of the Gazette Notification as follows :

Provided further such of the employees who were recruited on daily rate basis for periods of less than 3 months on purely temporary basis and whose services have been retained after allowing periodical breaks shall also be eligible to be considered for appointment against the direct recruitment along

with candidates sponsored by Employment Exchange".

As per the above extracted Notification, this Tribunal has to see whether the Petitioner workman recruited on daily rate basis for periods of less than 3 months on purely temporary basis and whose services have been retained after allowing periodical breaks. Here the Petitioner-workman worked as Watchman from 26-12-1975 to 18-1-1977 as can be seen from Ex. W-3 wherein it is shown that the Petitioner-workman worked as Watchman on purely temporary and daily rated basis for the period from 26-12-1975 to 18-1-1976. Evidently the Petitioner-workman is eligible to be considered for appointment against the direct recruitment along with candidates sponsored by the Employment Exchange. I find there is some merits in the contention of the Petitioner-workman. It is seen that the Petitioner-Workman was in service when the Gazette Notification was issued by the Food Corporation of India. So considering all the facts and circumstances of the case, I find that the order of disengagement is illegal and arbitrary.

10. In the result, the action of the Management of Food Corporation of India, Kurnool (A.P.) in terminating the services of Sri S. A. Ismail, ex-daily rated Watchman is not justified. The Petitioner-workman Sri S. A. Ismail is liable to be reinstated into service with all consequential attendant benefits.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 21st day of February, 1994.

Y. VENKATACHALAM, Industrial Tribunal-I
Appendix of Evidence

Witnesses Examined for

the Petitioner/Workmen :

WW-1 S. A. Ismail

Witnesses Examined for

the Respondent/Management :

M.W.1 S. Vdya Sagar

Documents marked for the Petitioner/Workmen

Ex. W-1/24-12-75—Appointment Order given to S. A. Ismail.

Ex. W-2—Identity Card.

Ex. W-3/18-11-76—Service Certificate Xerox copy.

Ex. W-4/13-7-92—Minutes of Conciliation before RLC Hyderabad.

नई दिल्ली, 7 मार्च, 1994

का.प्र. 861.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एम.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-94 में प्राप्त हुआ था।

[संख्या एल-21011/33/87-डी-III (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 7th March, 1994

S.O. 861.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SCC Ltd. and their workmen, which was received by the Central Government on 4-3-94.

[No. L-21011/33/87-DIII(B)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri Y. Venkatachalam, M.A.,B.L.
Industrial Tribunal-I

Dated : 17th day of February, 1994

Industrial Dispute No. 1 of 1989

BETWEEN :

Workmen represented by General
Secretary, Singareni Collieries
Automobile Workers Association,
Godavari Khani.

Petitioner

AND

The Management of Singareni
Collieries Company Limited,
Ramagundam Division Area-I,
Godavari Khani.

Respondent.

APPEARANCES :

M/s. G. Bikshapathi, G. Vidyasagar and N. Viswanatham and N. Vinesh Raj, Advocates for the Petitioner.

M/s. K. Srinivasa Murthy, G. Sudha, Mitra Das Advocates for the Respondent.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-21011/33/87-D.III.B/D.IV dated 11-12-1988 referred the following dispute under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947 between the Management of Singareni Collieries Company Limited, Area-I, Ramagundam Division and their workmen to this tribunal for adjudication :

"Whether the action of the Management of M/s. Singareni Collieries Co. Ltd., Area-I, Ramagundam Division, P.O. Godavari Khani Dist. Karimnagar (AP) in not granting Category IV to S/Sri N. Issac. K. Ramulu, C. N. Pavithran N. J. Das, R. John. S. Charalu and Ch. Raji Reddy from the date they completed 5 years in Cat. V is justified? If not, to what relief the workmen concerned are entitled?"

This reference is registered as Industrial Dispute No. 1 of 1989 and notices were served on both the parties.

The brief facts of the claim statement filed by the Petitioner-Association read as follows :—

It is submitted that the Petitioner is a Trade Union having been registered under the provisions of the Trade Union Act, the workmen mentioned in the reference are the members of the petitioner Union which espoused cause of the workmen with regard to the promotion to Category VI. The workmen have been working in the Automobile Section of the Respondent and they were put in considerable number of years ranging from 14 to 23 years. The details of their first appointment and the subsequent promotions are given in the Annexure to this claim statement. The petitioners wherein were promoted to the Motor Mechanics in Vth Category for the last 10 years. They are eligible for the next promotion as Motor Mechanic in VIth Category. According to the promotion policy of the company the employees from lower categories to the Higher categories are promoted for every 5 years and they are placed in the Higher category consequent on their completing the requisite service of 5 years in the lower category. One of the workmen Sri C. N. Pavithran has also completed the Diploma in Automobile Engineering. The Management introduced the promotion policy in respect of tradesmen in the Mines Department including Power House, while there is no promotion policy in Automobile Wing. The service conditions of the employees working in the coal mines in India are governed by the Wage Board under the name and style of National Coal Mines Wage Agreements, entered into between the Managements of Coal Companies and the Unions. The wages and other benefits as fixed indicated by National Coal Mines Wage Agreements from time to time are being imple-

mented to all the workmen. As per NCWAI the job description of Category VI Motor Mechanics is as follows :

"A workman capable of dismantling repairing and reassembling petrol and diesel engines should be able to diagnosis mechanical faults and rectify them and should be able to tune the running of an engine to produce the maximum efficiency. He must be capable of working independently ?"

In fact all the workmen concerned in the reference are discharging the duties of Category VI Motor Mechanics. The promotions are to be effected on the basis of seniority in Category V subject to medical fitness. When the similar treatment was not given to some of the employees in the Power House, they raised industrial dispute and reference was made by the Government to the I.D. No. 6 and 12 of 1982. The Hon'ble Industrial Tribunal passed an award directing the management to promote the workmen in the said reference to the higher category after completion of 5 years service with all consequential benefits. The award of the Tribunal has also been implemented by promoting the workmen to the higher posts. In the instant case, all the workmen have completed more than 5 years service and they are entitled to be placed in VI Category. Since the workmen are denied the promotion to the post of Motor Mechanic in Cat. VI, the petitioner Union made a demand to the management. The matter was admitted in Conciliation and before the Conciliation Officers, the management categorically admitted that some of the workmen in the Power House are promoted to the next higher post without subjecting them to trade test and interview. The policy adopted by the Respondent is discriminatory and arbitrary. The management cannot be allowed to contend that they would conduct the test and interview, as that would defeat the very purpose of promoting the senior workmen to the next higher post. As already submitted, the workmen under reference are already discharging the duties of Category VI and instead of placing them in Category VI, the Management is continuing them in Category V and extracting the work of Cat. VI. The action of the Management in denying the promotion is wholly unjustified and the same in nothing but an unfair labour practice. It is prayed that the Hon'ble Court may be pleased to adjudicate upon the reference and pass an award directing the management to promote the workmen concerned in the dispute to Cat. VI Motor Mechanics on completion of 5 years of service in Cat. V post with all consequential benefits.

3. The brief facts of the counter filed by the Respondent Management read as follows :—

The material facts with reference to service of the workmen in dispute are not correct except Sl. Nos. 1 & 7. Promotions are not given automatic basing on seniority nor basing on fixed period. It may be noticed that there is a specific promotion policy for the Respondent. The workmen are promoted basing on seniority-cum-merits basis according to available vacancies. Basing upon the available vacancies all the eligible similarly placed candidates are called for trade test and basing upon merits and seniority promotions are given. According to the Company's records that one who passed the S.S.C. can acquire the diploma in Automobile Engineering and just because one has acquired higher qualifications, he will not be entitled for promotion to higher category posts. As such Sri C. N. Pavithran cannot make a demand for promotion on the alleged ground that he has passed diploma in Automobile Engineering. The allegation that there is no promotion policy in Automobile workshops as it had for tradesmen in Mines, like Departments and power houses is not correct. Same promotion policy is applicable even to the Automobile Workshop. It is true that all the employees working in coal mines are governed by the National Coal Wage Agreements. It also gives the job description of various categories. For a higher category post in permanent vacancy if an employee has to post one should initially be eligible candidate; secondly there should be available vacancy and thirdly he should appear for trade test and compete with similarly placed tradesmen who are working in the mine as well as on surface and he should get the marks in merit, than alone he

should be considered for promotional post subject to his medical fitness. The allegation that the workmen completed 10 years service and similarly placed employees were given promotion is not correct. The further allegation that the management was extracting the Category VI work placing them in category V continuously is not correct. It may be noticed that Management gave a clear cut promotional policy on 3-3-1989 Memorandum of Settlement and under Clause IV, VI and VII of it deal with motor mechanics post and the same policy is adopted even for these workmen. In view of the above mentioned facts it is respectfully submitted that the claim as filed is bad in law and the reference is also bad in law in view of the settlement and promotional policy. The workmen in dispute are not entitled to claim for an award as prayed for much less for promotion as category VI Motor Mechanics on the alleged ground that they have completed 5 years service in Category V. In view of the above mentioned facts the Respondent here in prays that this Hon'ble Court may be pleased to dismiss the claim petition.

4. The point for adjudication is whether the action of the Respondent in not granting Category VI to the workmen mentioned in the reference from the date they completed 5 years in Category V is justified or not ?

5. W.W. was examined on behalf of the Petitioner and no documents were worked on its side. M.W1 and M.W2 were examined on behalf of the Respondent and marked Exs. M1 to M 7 on its side.

6. W.W. 1 is K. Ramulu. He deposed that he is one of the workmen involved in this I.D. He has been working in the Respondent since 6-1-1974. Originally he joined at Cat. IV Motor Mechanic. Later he was given Cat. V in 1980. He passed Intermediate and I.T.I. Motor Mechanic. As per the policy and practice in the Respondent Cat. V Motor Mechanic are eligible for Category VI Motor Mechanics on completion of their service as Category V Motor Mechanics. He completed his 5 years service in Category V PMotor Mechanic in the year 1985, and he was got given Category VI Motor Mechanic post after completion of his 5 years service in Category V Motor Mechanic post. From 1985 the Management of Respondent has been extracting the work of a Cat. VI motor mechanic from him and he is made to discharge the work of Cat. VI Motor Mechanic from 1985 and he is being paid the salary of Cat. V Motor Mechanic. He prays the Court to pass an award directing the Respondent to place him in Cat. VI Motor Mechanic post from the date of completion of 5 years in Cat. V Motor Mechanic post.

7. M.W.1 is G. Ilaiiah. In brief he deposed that he knows the facts of this case. There is no automatic procedure like in the Company to give automatic promotion from Cat. V to Cat. VI. The promotions are given from Cat. V to Cat. VI subject to the vacancies in the Company by conducting a trade test. Here eligibility is not sufficient for promotion. All the eligible workers are called for trade test which will be conducted according to the vacancies and come up in the test for being promoted against the number of vacancies available on seniority-cum-merit basis. There is no promotion policy for Automobile workshop and people working in the Mines alike one and the same promotion policy is applicable. Ex. M1 is xerox copy of the settlement dated 3-3-1989. Workman in this dispute are covered under this settlement. Ex. M2 is a settlement dated 8-10-1982 entered under Section 12(3) of I.D. Act. Ex. M2 settlement was implemented. Ex. M3 is the circular dated 30-12-1978 will not be applicable to the workmen in this case because in 3-3-1989 at page No. 5 clause 7 it is stated that this settlement is in modification of all the earlier agreements and settlements including the minutes of discussions. There is no automatic promotion but upgradation is there as per 3-3-1989 settlement. They have promotion policy by 1976, 1982 and 1989. The policies are framed after due discussions with the Unions. Ex. M5 is 1976 policy. Ex. M2 is 1982 policy. Ex. M3 is 1989 policy. According to Exs. M2, M3 and M5 policies they have given promotions.

8. M.W.2 is C. Chandra Mohan Rao. In brief he deposed that he is Divisional Engineer at Ramagundam Open Cast Project II. He knows the facts of this case. When he was working in Auto Workshop as Senior Executive Engineer,

Sri N. Isac, K. Ramulu, C. N. Pavithran, N. L. Das, R. John & S. Chiralu and Ch. Raji Reddy are working as Motor Mechanic as in Category V. These workmen as Motor Mechanics in Category V attend the repairs of automobile like Cars and Trucks. These repairs they used to attend under the supervision of the Engineers. The Asstt Engineers will be giving instructions to these motor mechanics to carry out the various jobs on automobiles for repairs. He used to give instructions to the Asstt. Engineer who is in turn to implement them through the workmen. The tradesmen in the workshops will carry out the repairs of automobile and he is not aware of the power house and mine what type of work these tradesmen are discharging. There is no automatic promotion from Cat. V to Cat. VI.

9. The contention of the Petitioner-Association that the workmen have been working in the Automobile Section for a considerable number of years ranging from 14 to 23 years, that the petitioners herein were promoted to the Motor Mechanics in Vth Category for the last ten years are eligible for the next promotion as Motor Mechanic in VIth Category. Their categorical contention is that according to promotional policy of the Company, the employees from lower categories to the higher categories are promoted for every five years and they are placed in the higher category consequent on their completing the requisite service of 5 years in the lower category and that the Management introduced the promotion policy in respect of Tradesmen in the Mines Department including Power House but no promotion policy is there for Automobile Wing.

10. The contention of the Respondent-Management on the other hand is that there is a specific promotion policy for the Respondent, the workman are promoted basing on seniority-cum-merit basis according to available vacancies, for that purpose all similarly placed employees list will be made their skill their aptitude towards the job performance appraisals will be looked into by the management, that the superior officers who are in charge of these employees will be supervising the work and will be knowing the aptitude of the employees and can make out whether the employees are fit to discharge duties in higher category, that basing upon the available vacancies all the eligible similarly placed candidates are called for trade test and basing upon merit and seniority promotions are given.

11. A perusal of Ex. M1 Memorandum of Settlement arrived at under Section 12(3) of I.D. Act between the Management and the Unions on 3-3-1989 would indicate that discussions were held with regard to cadre scheme, regularisation of badlies, Dismissals of absenteeism. Dismissals for reasons other than absenteeism. Absorption of Contract labour, payment of officiating allowance, etc. before the Chief Labour Commissioner (C), and finally they have arrived at terms of settlement. In that Settlement, Annexure I Cadre Scheme for Tradesman is enclosed wherein a settlement was arrived at for Motor Mechanic. The extract of that Annexure I under the title MOTOR MECHANICS, Clauses (vi) and (vii) read as follows:

"(vi) Motor Mechanics in Category V with 5 years service will also be considered for promotion to Category (vi) based on the availability of vacancies and a Trade Test.

(vii) The management will provide promotional avenues for those Motor Mechanics who have put in 9 years service in Category V. If the Management is not in a position to show promotional opportunities either in Open Cast or in Underground/Mines/Departments for such Motor Mechanics, they will be placed in Category VI subject to assessment report during 10th year of service in Category V. They will, however, continue to perform Category V jobs and accounted for accordingly. This will be done biannually, i.e. on 1st April and 1st October every year to place/promote the candidates."

From the above reading i.e. Clause (vii) that if the Management is not in a position to show promotional opportunities either in Open Cast or in Underground/Mines/Departments for such Motor Mechanics they will be placed in Category VI subject to assessment report during 10th year of service in Category V. In this case the workmen in dispute have put in more than 10 years of service in Category V as can be seen from the Annexure to the claim statement. So I find that

the above Clause (vii) of Annexure I to the Settlement Ex. M1 supports the case of the petitioner-workmen herein. The Petitioner-Association was right in seeking promotion for higher categories from lower categories for every five years service in lower category. As per National Coal Wage Agreement-I the job description of Category VI Motor Mechanic is as follows:—

"A workman capable of dismantling, repairing and reassembling petrol and diesel engines should be able to diagnosis mechanical faults and rectify them and should be able to tune the running of an engine to produce the maximum efficiency. He must be capable of working independently."

Herein in this case the concerned workmen in dispute are discharging the duties of Category VI Motor Mechanics as can be seen from the evidence of W.W.1 deposed that from 1985 the Management has been extracting the work of Category VI Motor Mechanics from him and he is made to discharge the work of Category VI Motor Mechanic from 1985. On a consideration of the evidence, facts and circumstances of the case, I am clearly of the view that the concerned workman mentioned in the reference are liable to be promoted to Category VI Motor Mechanics on completion of 5 years of service in Category V post.

12. In the result, the action of the Management of M/s. Singareni Collieries Company Limited, Area-I, Ramagundam Division, P.O. Godavari Khani, Dist. Karimnagar (AP) in not granting Category VI to S/Sri N. Isac, K. Ramulu, C.N. Pavithran, N. L. Das, R. John, S. Chiralu and Ch. Raji Reddy from the date they completed 5 years in Category V is not justified. The concerned workman are liable to be promoted to Category V Motor Mechanics on completion of 5 years of service in Category V post with all consequential attendant benefits.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 17th day of February, 1994.

Y. VENKATACHALAM, Industrial Tribunal-I

Appendix of Evidence:

Witnesses Examined for the Petitioner/Workman :	Witnesses Examined for the Respondent/Management:
W.W1 K. Ramulu	M.W1 G. Gialah

M. W2 C. Chandra Mohan Rao

Documents marked for the Petitioner/Workmen :

NIL

Documents marked for the Respondent/Management:

Ex. M1/3-3-89—Xerox copy of the Settlement dt. 3-3-89.

Ex. M2—Copy of the settlement dt. 24-9-82.

Ex. M3/30-12-78—Lr. No. P49/3369/6229-Registration Paper Reg. Tradesman & Guidelines for determining strength of Tradesmen and on supervision in workshops.

Ex. M4—Xerox copy of the extract of Wage Board description.

Ex. M5—Xerox copy to the Descriptions held between the Management of S.C. Co. Ltd., and their Unions viz. S.C. Workers Union and Tardur Coal Mines Labour Union for press release.

Ex. M6/22-4-90—Office Order No. P. RG.I/62A/1458

Ex. M7/24/25-12-92—Office Order No. PRG. I/62A/5431, reg. modification to certain orders.

नई दिल्ली, ७ मार्च, १९९४

का.आ. ८६२.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में एन सी सी एल के प्रबंधन के संवर्धन नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-94 को प्राप्त हुआ था।

[एन-42012/89/86-डी-II (बी) आई प्रार (सी 2)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 7th March, 1994

S.O. 862.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen which was received by the Central Government on 4th March, 1994.

[No. L-42012/89/86-D.II(B) IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri. Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I
Dated, the 21st day of February, 1994

Industrial Dispute No. 75 of 1990

BETWEEN

P. Khadar Nawaz Khan. ... Petitioner.

AND

The Management of Food Corporation of India, Kurnool
represented by its District Manager & Another
... Respondent.

APPEARANCES :

M/s. G. Bikshapathy, G. Vidyasagar, V. Vishwanatham
& N. Vinesh Raj, Advocates—for the Petitioner.

Sri Koka Satyanarayana Rao, Advocate—for the Respondent.

AWARD

The Government of India, Ministry of Labour by its Order No. L-42012/89/86-D.II.B/IR(C-II) dated 4th December, 1990 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Management of Food Corporation of India, Kurnool and their workmen to this Tribunal for adjudication :

"Whether the action of the management of Food Corporation of India, Kurnool in terminating the services of Sri P. Khadar Nawaz Khan, Ex-Watchman from 14th February, 1976 is legal and justified? If not, to what relief the workman concerned is entitled and from what date?"

This reference was registered as Industrial Dispute No. 75 of 1990 and notices were served to both the parties.

2. The brief facts of the claim statement filed by the Petitioner-workman read as follows :

It is submitted that the Petitioner was appointed as Watchman on daily wage basis from 26th May, 1973 by the District Manager, Food Corporation of India, Kurnool and was posted to Ananthapur. The Petitioner worked upto 14th February, 1976. His services were terminated without any orders. It is submitted that the Food Corporation of India issued a Gazette Notification dated 4th February, 1976 for regularisation of services of daily rated/temporary appointed employee who were continuing in service on the date of notification. The petitioner has put in requisite service and is entitled to be regularised in accordance with the Gazette Notification issued by the Food Corporation of India. Instead of regularising the services of the Petitioner, the Petitioner's services were terminated illegally. That in similar cases about 29 workmen have raised dispute before the Assistant Commissioner or Labour (Central) and the cases were referred to Industrial Tribunal in I.D. No. 61/84 batch and the Hon'ble Court was pleased to pass an Award directing the respondent to reinstate into service. The petitioner has worked along with those workmen referred to in I.D. No. 81/84 and is entitled to same relief. The termination of the services of the petitioner is in violation of section 25(f) of I.D. Act. The petitioner was not offered any retrenchment compensation or

notice pay. The petitioner was not offered employment in the vacancies which have arisen subsequent to the termination of the services of the petitioner. The action of the Respondent is also in violation of the circular issued by the Food Corporation of India in regularising the services of the daily rated employees. It is therefore prayed that the Hon'ble Tribunal may be hold the action of the Respondent in terminating the services of the petitioner is illegal and consequently pass an award directing the Respondent to reinstate the petitioner into service with continuity of service and other benefits and pass order as this Hon'ble Tribunal deems fit and proper.

3. The brief facts of the counter filed by the Respondent Corporation read as follows :—

It is submitted that the reference is not maintainable either in law or in facts. It is submitted that the petitioner worker in the Respondent for 10 days from 28th May, 1973 to 6th June, 1973 and thereafter the Petitioner was never engaged in the Respondent. The Petitioner for the first time raised the dispute in October, 1985. Subsequently the petitioner filed Writ Petition No. 14062 of 1987 against the Government of India for a direction to refer the dispute to the Industrial Tribunal for adjudication consequent on the submission of conciliation failure report by the Asstt. Commissioner Central Hyderabad by his letter dated 7th April, 1986. The Hon'ble High Court on 27th June, 1990 allowed the Writ Petition filed by the Petitioner. However the Hon'ble Court modified the writ petition order on 7th December, 1990 which read as follows :

"The Government should consider the matter on merits after hearing both sides and pass appropriate orders."

The above I.D. was referred to this Hon'ble Tribunal on 4th December, 1990 by the Government. This reference is made contrary to the directions issued by the Hon'ble High Court, in W.P. No. 14062 of 1987 and illegal. The provisions of Section 25(F) and 25(H) of the I.D. Act are not applicable as the Petitioner was only engaged for 10 days in the Respondent and that too in 1973. The dispute is not an industrial dispute as such, the reference is bad in law. Under these circumstances, the Respondent herein prays that this Hon'ble Court may be pleased to reject the above reference as the reference is bad in law and pass a nil award.

4. The point for adjudication is whether the action of the Respondent in terminating the service of Sri P. Khadar Nawaz Khan from 14th February, 1976 is legal and justified?

5. M.W1 was examined on behalf of the Respondent Corporation. No documents were filed on its side. No oral or documentary evidence has been adduced by the Petitioner-workman.

6. M.W1 is S. Vidya Sagar. He deposed that he is working as Asst. Manager in Food Corporation of India, Kurnool. He knows the case relating to the present I.D. The petitioner worked from 28th May, 1973 to 6th June, 1973 as daily rated watchman on casual basis. The F.C.I. used to engage daily rated watchman on casual basis to watch the rented godown during that period. Those rented godowns are not there. The petitioner never worked after 6th June, 1973. The petitioner was never engaged after 6th June, 1973, the petitioner was never terminated from service. The notification of the Respondent dated 4th February, 1976 has not application to the case of the petitioner. They have not violated any of the provisions of I.D. Act. The petitioner worked only for 10 days. He understood that the petitioner is not in the country.

7. In this case the contention of the Petitioner workmen that he was appointed on daily wage basis from 26th May, 1973 by the District Manager, Food Corporation of India, Kurnool and he was posted to Ananthapur, that the petitioner worked upto 14th February, 1976 and finally his services were terminated without any orders. The contention of the Respondent Corporation on the other hand that the reference is not maintainable, that the petitioner worked in the Respondent-Corporation for 10 days from 28th May, 1973 to 6th June, 1973 and thereafter he was never engaged in the Respondent-Corporation, that the provisions of Section 25(F) and 25(H) of the Industrial Disputes Act are not applicable as the petitioner was only engaged for 10 days in the Respondent Corporation and that too in 1973.

8. Here in this case the Petitioner workmen is stressing on the gazette Notification dated 11th February, 1976 for regularisation of services of daily rated/temporary appointed employee who were continuing in service on the date of Notification, as he has put in requisite service and he is

entitled to be regularised in accordance with the Gazette Notification issued by the Food Corporation of India. In this case the Petitioner-workman has not any documents or oral evidence to show that he worked during the relevant period when the Notification was issued. The Respondent Corporation in its counter mentioned that the Petitioner-workman worked in the Respondent Corporation for 10 days from 28th May, 1973 to 6th June, 1973 and thereafter the Petitioner was never engaged in the Respondent-Corporation. As per the claim statement filed by the Petitioner workman mentioned at para 5 that in similar cases about 20 workmen have raised dispute before the Assistant Commissioner of Labour (Central) and the cases were referred to Industrial Tribunal in I.D. No. 81/84 and batch and the Hon'ble Court was pleased to pass an award directing the Respondent to reinstate into service. To support the above contention, the Petitioner has not filed any documents or marked any documents to show that similar cases were referred to Industrial Tribunal wherein an award passed directing the Respondent Corporation to reinstate into service. I do not find any merits in favour of the Petitioner workman. When there is no proper documents in support of the Petitioner-workman, this Tribunal is constrained to reject the claim of the petitioner workmen and I see no merits in this present case.

9. In the result, the action of the Management of Food Corporation of India, Kurnool, in terminating the services of Sri P. Khadar Nawaz Khan, Ex-Workman from 14th February, 1976 is legal and justified. The workman concerned is not entitled to any relief.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 21st day of February, 1994.

V. VENKATACHALAM, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined
for the Petitioner:

NIL.

Witnesses Examined
for the Respondent:
M.WI—S. Vidyasagar.

Documents marked for the Petitioner-Workman :

NIL.

Documents marked for the Respondent:

NIL.

नई दिल्ली, 7 मार्च, 1994

का.आ. 863.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में एस सी सी एल के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-94 को प्राप्त हुआ था।

[संख्या एल-22012/197/90-आईआर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 7th March, 1994

S.O. 863.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 4-3-94.

[No. L-22012/197/90-IR C.II]

RAJA LAL, Desk Officer

ANNEXURE BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

Present :—

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I.

Dated : 21st day of February, 1994

INDUSTRIAL DISPUTE NO. 9 OF 1991

BETWEEN

The Vice President, S. C. Workers Union
(AITUC) P. O. Coal Chemicals Complex,
Dt. Adilabad (A.P.) .. Petitioner

AND

The Project Manager, M/s. S.C.CO. Ltd.
P. O. Coal Chemical Complex,
Dt. Adilabad. .. Respondent

Appearances :

M/s. N. K. Annapurna Devi & G. Sundara Kumari,
Advocates for the Petitioner.

M/s K. Srinivasa Murthy & G. Sudha, Advocates for
the Respondent.

AWARD

The Government of India Ministry of Labour, by its Order No. L-22012(197)/90-IR(C.II), dt. 8-4-1991 referred the following dispute under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947 between the Management of Singareni Collieries Company Limited and their Workmen to this Tribunal for adjudication :

“Whether the action of the management of Singareni Collieries Co. Ltd., Coal Chemical Complex, Naspur, in not promoting Sri Usman Khan from the post of Motor Mechanic Cat. V to Motor Mechanic Cat. VI w.e.f. 15-10-87 is justified? If not, to what relief is the workman entitled to?”

This reference is registered as Industrial Dispute No. 9 of 1991 and notices were issued to both parties.

2. The brief facts of the claim statement filed by the Petitioner-workman read as follows :—The claimant was appointed as Motor Mechanic in Category IV w.e.f. 30-5-1978 he was promoted to Category V w.e.f. 1-9-1981. The claim was instructed to attend the practical test at 10 A.M. on 15-10-87 with the necessary certificate for drafting to Category VI by letter dt. 8-10-1987. Accordingly the claimant appeared and successfully got through the test. The Trade test was conducted with a view to give promotion to the claimant as there was a clear vacancy for Category VI. For the reasons best known to the Management of the Company he was not given promotion inspite of a clear vacancy. Subsequently also when Mr. Sarwar who worked in Category VI transferred to some other place a clear vacancy arose Coal Chemicals Complex Plant even then at that time also the claimant was not given promotion. As the Management fail to do so as promised the claimant approached the workers union and mutual discussions were held between the Union and Management on 13-10-1988. Even in those meetings the claimant was given an impression that he will be promoted to Category VI as early as possible. Subsequently the Management entered into an Agreement with the representative of the Union in response to the strike notice for finalisation of the promotion policy for tradesmen. On 3-3-1989 the representatives of the Union at Corporate Office and the management evolved a promotion policy for Tradesmen including in Cat. V with 5 years experience service will also be considered for promotion Category VI. That as per agreement dt. 24-4-1976 Motor Mechanic in Cat. IV and V and VI will be in the ratio of 5:1. As there was a clear vacancy the claimant was called for test which was held on 15-10-1987 and the claimant got through the examination or Trade Test also. Infact on 13-10-1988 the Management agreed before A.L.C. that they have agreed to promote the claimant basing upon the results. So the Management has violated the agreement entered into before the Assistant Labour Commissioner. The Management cannot apply in later agreement in his case also. As the claimant had already passed the Trade Test, he need not once again appear for the same test and got through. He was declared eligible for Cat. IV. As the management failed to give pro-

motion even after the announcement of the result of the Trade Test, even as per later agreement, Motor Mechanic in Category V with 5 years of service will also be considered for promotion to Category VI based on the availability of vacancies and Trade Test. As the claimant has completed 5 years service and passed the Trade Test, the claimant shall not be once again subjected to Trade Test. He should be given promotion with retrospective effect and for the management is not proper to apply the agreement dt. 3-3-1989. As on the date of 15-10-1987 when the claimant was conducted Trade Test, there was a clear vacancy and if in fact, the Management never followed 5:1 ratio as there was having heavy work in garage. Had the Management promoted to Cat. VI immediately after the transfer of Mr. Sarvar, the claimant would have been working in Cat. VI immediately after the announcement Trade Test. As the Management never followed 5:1 ratio, and even after the transfer of Mr. Sarvar, when a clear vacancy arose, the claimant was not given promotion to Cat. VI the dispute arose between the Management of the Company and the claimant. It is therefore prayed that this Hon'ble Tribunal may be pleased to direct the respondent to promote the claimant to Category VI w.e.f. 15-10-1987 with all back wages and service benefits by declaring the action of the Respondent in not promoting the claimant to Cat. VI in spite of his passing Trade Test, and pass orders as this Hon'ble Court may deem fit and proper.

3. The brief facts of the counter filed by the Respondent read as follows :—It is submitted that the respondent being a public sector undertaking with regard to the promotions and other service conditions various settlements and rules are applied they are binding on the Union and the workman in dispute Sri Usman Khan. On 24-4-1976 the petitioner Union entered into a settlement with the Management giving norms for promotion to Cat. VI in Automobile Section. The settlement is binding on the Union and the workman in dispute. Without terminating the Settlement the petitioner Union is not entitled to ask for any relief much less for promotion to Motor Mechanic post in Cat. VI to Sri Usman Khan w.e.f. 15-10-87. Without prejudice to the rights of this respondent it is respectfully submitted that in view of the Settlement dt. 24-4-1976 the ratio for Motor Mechanic in Cat. IV/V and VI will be 5:1. It may be noticed that Sri Usman Khan was promoted to Cat. V from 1-9-1981 and he became eligible for promotion to Cat. VI from 1-9-1986 just because the workman in dispute had become eligible for promotion he is not entitled for such promotion automatically as the promotion is not based on eligibility and seniority only, but it is based on trade test, seniority-cum-merit and as per rules. In fact during the relevant period there was no vacancy at all to promote. The main intention of the petitioner Union and the workman in dispute is not to appear for the trade test and without appearing for trade test, to give go-by and demand for promotion outright, which is illegal. In compliance of the Clause (vii), as stated in page 3 of this counter, the workman in dispute Sri Usman Khan was placed in Category VI w.e.f. 1-10-90. The Petitioner Union and the workman in dispute are demanding for promotion to him w.e.f. 15-10-1987 as if he had worked with retrospective effect from 1987. In view of what has been stated above this Hon'ble Court may be pleased to reject the reference as the petitioner workman is not entitled for promotion as prayed for.

4. The brief facts of the additional counter filed by the Respondent read as follows :—After counter filed, a claim statement was filed with new material which resulted in the present counter being filed. Sri Usman Khan, the workman in dispute, is non-I.T.I. candidate appointed on 27-5-1978 as Motor Mechanic in Category IV and he reported for duty on 30-5-1978 and was promoted to Category V w.e.f. 1-9-81 after completion of three years of service as per Settlement dt. 24-4-1976. After five years of alleged cause of action, it has been raised and referred to this Hon'ble Court. Further the Union has conveniently questioned the seniority list and asked the promotion virtually to upset the seniority list by virtue of which the rights of number of workmen will be affected and those workmen are not even made parties to this case. In addition to the settlement dt. 24-4-1976 another settlement was entered on 3-3-1989 among others, mainly with an intension to provide promotional avenues to those Tradesmen who have no promotional avenues for want of

higher category vacancies and to those who are not qualified and not eligible for higher category from Cat. V and above. Under the said settlement the workman in dispute Sri Usman Khan was placed in Cat. VI as personal to him w.e.f. 1-10-1990. It is submitted that normally before future vacancies, tests will be conducted for eligible candidates and kept them on panel to post the against available vacancies and the posts are given. Thus keeping in view of the settlement dt. 24-4-1976 because he has already completed five years in Category V, he was called for Trade Test. At Coal Chemicals Complex, there was no vacancy of Cat. VI and Auto Garage could not maintain the ratio of 5:1. As there was no available vacancy for Cat. VI Motor Mechanic in C.C.C. Mr. Md. Sarvar Motor Mechanic, Cat. VI was transferred to Bellampalli. But it is coloured as if Sri Md. Sarvar has been transferred to some other place and there is a vacancy in Cat. VI at Auto Garage, at Coal Chemical Complex. In fact there was no clear vacancy even to accommodate Sri M. Sarvar and that was the reason he had been transferred. The Petitioner making a claim that Sri Md. Sarvar was transferred and there arose a vacancy in Cat. VI which is totally false and made only for the purpose of this case. Basing upon that ratio employees have been adjusted. As such, it is respectfully submitted that there is no clear vacancy in Cat. VI as on 15-10-1987 and so the question of posting the Petitioner in that vacancy does not arise. There are merits in the petitioner's case.

5. The point for adjudication is whether the action of the Respondent in not promoting Sri Usman Khan from the post of Motor Mechanic Cat. V to Motor Mechanic Cat. VI w.e.f. 15-10-83 is justified ?

6. W.W1 was examined on behalf of the Petitioner-workman and marked Exs. W1 to W3. No oral or documentary evidence has been adduced on behalf of the Respondent-Management.

7. W.W1 is Usman Khan. In brief he deposed that he was appointed as Motor Mechanic on 30-5-1978. He was promoted to Category V in September 1981. After five years of his service in Category V, he is eligible to Cat. VI. Necessarily one has to go to the trade test to be eligible to Cat. VI. Test was conducted for him on 15-10-1987. He was informed that he passed the test. For every five mechanics Cat. VI employee must be given from the beginning he is working Coal Chemical Complex. Even before him one Mr. Sarvar was Motor Mechanic in Category VI without observing this 5:1 ratio the management has given promotion to Sarvar to Cat. VI. After Sarvar being transferred to Bellampalli trade test was conducted. There was a clear vacancy by the time conducting the test. He is the senior most Mechanic in his Department. He requested the management to promote to Category VI after the trade test. So they raised the dispute through the Union in October, 1988 the management has agreed promotion to him to Category VI. Ex. W1 is letter dt. 8-10-1987 issued by the management calling him to attend the practical test on 15-10-1987. The management has failed to transfer him to Srirampur together with Trade Test report as agreed on 13-10-1988 under Ex. W2. So as per the agreement dt. 3-3-1989 entered into between the management and the Union whoever completes 5 years as Motor Mechanics has to be promoted to Category VI. He was not given promotion even as per the agreement dt. 3-3-1989. In 1990 after he completed 9 years in Category V promotion to Category VI was given to him. The Management purposely conducted the trade test to him on 15-10-1987 after the transfer of Sarvar to Bellampalli promising to promote him to Category VI as he is the senior most mechanic in his division. Because the test was conducted for him he is asking promotion to Category VI on the clear vacancy of Cat. VI by the time the test was conducted. The Management never maintained 5:1. Even during Sarvar worked in Category VI. Because there was many work they did not observe the 5:1 ratio. So he prays this Hon'ble Court to allow his petition directing the Respondent to give promotion to Category VI right from the date of his examination on 15-10-1987 with all benefits.

8. The case of the petitioner workman is that Usman Khan was appointed as Motor Mechanic in Category IV w.e.f. 30-5-1978, he was promoted to Category V w.e.f. 1-9-1981, that the claimant was instructed to attend the practical test at 10.00 A.M. on 15-10-1987 with the necessary certificates for drafting to Category VI. Accordingly he got through the test successfully, that the Trade Test was conducted with a view to give promotion to the claimant

since there was a clear vacancy for Category VI, that he was not given promotion inspite of a clear vacancy, that even at the time of Sri Sarvar was transferred to some other place, a clear vacancy arose in C.C.C. the claimant was not given promotion, that later discussions were held between the Union and the Management on 13-10-1988, an impression was that he will be promoted to Category VI as early as possible, that subsequently the Management entered into an Agreement with the Union in response to the strike notice for finalisation of the promotion policy for tradesmen, that as per the agreement dt. 24-4-1976 Motor Mechanic in Category IV and V and VI will be in the ratio of 5:1, that the Union demanded for promotion in the place of Sri Sarvar Motor Mechanic and that the Management never followed 5:1 ratio and also the management failed to give promotion even after the announcement on the result of the Trade Test.

9. The contention of the Respondent on the other hand is that on 24-4-1976 the petitioner Union entered into a settlement with the Management giving norms for promotion to Category VI in Automobile Section, that the settlement is binding on the Union and the workman in dispute, that without terminating the Settlement the Petitioner Union is not entitled to ask for any relief much less for promotion to Motor Mechanic posts in Cat. VI to Sri Usman Khan w.e.f. 15-10-1987, that Sri Usman Khan was promoted to Category V from 1-9-1981 and he became eligible for promotion to Category VI from 1-9-1986 and because the workman in dispute had become eligible for promotion he is not entitled for such promotion automatically as the promotion is not based on eligibility and seniority only but based on trade test, seniority-cum-merit and as per rules.

10. There is no dispute with regard to the Trade Test conducted on the Petitioner-Workman and that he has successfully got through the Trade Test on 15-10-1987. The contention of the petitioner-workman is that the Management without observing ratio 5:1 gave promotion to one Mr. Sarvar to Category VI and there was a clear vacancy the time of conducting Trade Test. Even to this fact, the Management did not promote the Petitioner-Workman to Category VI post. The discussions were held between the Union and the Management on 13-10-1988 wherein in that meeting the petitioner-workman was given an impression that they will be promote him to Category VI soon but the Management did not promote the petitioner workman. Later on the Management entered into agreement with the Union in response to the Strike Notice for finalisation of the promotion policy for tradesmen on 3-3-1989 evolved a promotion policy for tradesmen including in Category V with 5 years experience service will also be considered for promotion Category VI. But herein this case the Petitioner-workman has already passed the Trade Test before entering into Settlement on 3-3-1989 and that the agreement dt. 24-4-1976 Motor Mechanic in Category IV, and V and VI ratio of 5:1 was in vogue. The claim of the Petitioner-workman was right in asking Promotion to VI Category post since he has passed the Trade Test long before the settlement dt. 3-3-1989 I find that the Management never followed the ratio 5:1 and when there was clear vacancy caused due to transfer of Mr. Sarvar to other place, the Petitioner-Workman should have been given promotion to VI Category with effect from 15-10-1989. Hence I am of the clear opinion that the petitioner workman is liable to be promoted to Category VI post with effect from 15-10-1987.

11. In the result, the action of the Management of Singareni Collieries Company Limited, Coal Chemical Complex, Nasour, in not promoting Sri Usman Khan from the post of Motor Mechanic Category V to Motor Mechanic Category VI w.e.f. 15-10-1987 is not justified. Sri Usman Khan is liable to be promoted to Category VI post with all back wages and service benefits together with all attendant benefits.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 21st day of February, 1994.

Y. VENKATACHALAM, Industrial Tribunal-I
Appendix of Evidence

Witnesses Examined
for the Petitioner/
Workman :
Witnesses Examined

for the Respondent/
Management :
W.W1 Usman Khan.

NIL

Documents marked for the Petitioner/Workmen :

Ex. W1 8-10-87.—Letter issued by the Management to the worker for practical test on 15-10-87.

Ex. W2 13-10-88.—Minutes of discussion held on 13-10-88 between S. C. Workers Union and S.C. Co. Ltd.

Ex. W3 23-12-89.—View points of the management.

नई दिल्ली, 7 मार्च, 1994

का.आ. 864.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में एस सी सी एल के प्रबंधित के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4 मार्च, 1994 को प्राप्त हुआ था।

[संख्या एल-22012/93/89-आईआर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 7th March, 1994

S.O. 864.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 4-3-1994.

[No. L-22012/93/89-IR(C-II)]
RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

PRESENT :

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I.
Dated, 15th day of February, 1994
Industrial Dispute No. 77 of 1989

BETWEEN

The Workmen of Singareni Collieries
Company Limited, Bellampalli,
Adilabad District, (A.P.). .. Petitioner.

AND

The Management of M/s. Singareni
Collieries Company Limited,
Bellampalli, Adilabad District, (A.P.). .. Respondent.

APPEARANCES :

Sri B. Ganga Ram, Representative—for the Petitioner.

M/s. K. Srinivasa Murthy & G. Sudha, Advocates—for
the Respondent.

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012(93)/89-IR(C-II) dated 3-10-1989 referred the following dispute under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947 between the Management of M/s. Singareni Collieries Company Limited, Bellampalli and their Workmen to this Tribunal for adjudication :

"Whether the action of the management of M/s. S. C. Co. Ltd., Bellampalli area in suspending Sri M. Balaraju, Tyndal Supervisor, workshop, Madaram from Company's services w.e.f. 16-4-1987 to 25-4-87 and in not paying his full wages for the said period

in question is justified? If not, to what relief the workman concerned is entitled?"

This reference was registered as Industrial Dispute No. 77 of 1989 and notices were served on both parties.

2. The brief facts of the claim statement filed by the Petitioner Union read as follows:—

Sri M. Balaraju has been working as a Tyndal supervisor in Madaram Workshop, was charge sheeted vide dated 14-4-1987 under Standing Orders 16(1)(2) that in the quarter No. 171 allotted by the Company for residential purposes, he was selling meat and chicken in the above quarter and he was suspended for 10 days pending the enquiry for this matter. The workman has replied on 15-4-1987 that the allegation that he is not using the quarter No. 171 for residential purpose, is quite wrong. He has been residing in the same quarter No. 171 only. Actually he is not selling chicken and meat but his uneducated and unemployed son Sri Viswanatha is staying with his father as per the rules of the nature and selling hens for his livelihood. He has also stated that many others have opened regular shops in Company's quarters and conducting all kinds of business but they are not touched at all and the management has not taken any action on them so far. Moreover it does not cause any harm to the Company nor damage the property or business of the Company. As per the Standing Orders of the Company, the Management has got no powers to take any action on the workman, on the plea that the son of the employee is residing with his father and selling some hens in that basthi. This action of the workman does not come under any kind of misconduct as per the Company's standing orders. Hence the action of the management in suspending the workman is not justified.

3. The brief facts of the counter filed by the Respondent-Management read as follows:—It is true that Sri M. Bala Raju is working as Tyndal Supervisor at Madaram Workshop and he has been allotted quarter No. 171 at Madaram Town-vide letter dated 25-8-1982. Clauses 9 and 10 of Quarter allotment letter read as follows:

"9. You shall not run any shop or hotel or any other business in the premises of the said quarter.

10. You shall use the premises of the said quarter for only residential purpose of you and your family."

Though Sri Bala Raju is fully aware of those conditions acted contrary to them and made use of the quarter for a meat shop and the Respondent also received complaints as it is causing nuisance. In spite of asking him to desist the said practice the petitioner continued using the quarter for commercial purpose and started selling meat which has become objectionable for others living in the quarter and Management constrained to issue a charge sheet dated 4-4-1987 under Company Standing Orders 16(1) and (2). Sri M. Balaraju submitted his explanation on 15-4-1987 and also admitted at one breath that he is selling chicken and meat and made allegation that others are selling clothes and vegetables and why he should not sell meat. The Management looked into the conduct of the petitioner and gave punishment of 10 days suspension and thus wages from 16-4-1987 to 25-4-1987 pertain to 10 days suspension wage which was not paid because of the punishment order. It may be noticed the petitioner is not supposed to do anything contrary to quarter allotment letter either by the petitioner by his son. Management is taking action on all the workmen for several misconducts committed by them. The allegation action of the Management is discriminatory and management did not touch those persons who are actually using the Company's quarters as regular shops is not correct. In view of the above mentioned facts it is respectfully submitted there are no merits in the case and the petitioner is not entitled for 10 days wages as 10 days suspension was given to Sri M. Bala Raju. This Hon'ble Court may be pleased to dismiss the claim.

4. The action of the Management in suspending Sri M. Balaraju, Tyndal Supervisor from the company's services w.e.f. 16-4-1987 to 25-4-1987 and in not paying his full wages for the said period in question is justified or not?

5. This Tribunal in the first instance decided the validity of the domestic enquiry and passed an Order dated 28-1-1994 holding that the domestic enquiry was held properly and it is not vitiated at all.

6. The contention of the Petitioner workman that as per the Standing Orders of the Company, the management has got no powers to take any action on the workman, on the plea that the son of the employee is residing with his father and selling some hens in that basthee. The action of the workman does not come under any kind of misconduct as per the Company's Standing Orders. The further allegation of the Petitioner that there is a well settled Law that misconduct not enumerated in Standing Orders is not punishable. He has cited two decisions of the Supreme Court in this regard:

(a) As per the decision of the Supreme Court in dispute between Claxo Laboratories (India) Limited and Labour Court, Madras and Others (Labour Law Notices 1984 I.P. 57) it is held that Misconduct not enumerated in Standing Orders is not punishable merely because employer believes it to be misconduct *ex-post-facto*.

(b) In another case the Hon'ble Supreme Court in the dispute between RASIKHLAL VIGHAJIBHAI PATIL and AHMEDABAD MUNICIPAL CORPORATION AND OTHERS (Labour Law Notes 1985-I.P. 602) it is held that if the acts of misconducts are not specified in the certified standing orders or service regulations of employee, it is not open to employer to punish workmen for misconduct not so specified.

It is quite clear from the above that the action of the Management in suspending Sri M. Balaraju as illegal and unjustified. Since the Management did not touch those persons who are actually using the Company's quarters as regular shops and conducting all kinds of business is a discriminatory action on the part of the Management. On a consideration of the facts I find that the action of the Management in suspending the Petitioner-workman Sri M. Bala Raju is not justified.

7. In the result, the action of the Management of M/s. Singareni Collieries Company Limited, Bellampalli Area in suspending Sri M. Balaraju, Tyndal Supervisor, Workshop, Madaram from Company's service w.e.f. 16-4-1987 to 25-4-87 and in not paying his full wages for the said period in question is not justified. The Respondent Management is directed to pay 10 days wages to the workman in question.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 15th day of February, 1994.

Y. VENKATACHALAM, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined
for the Respondent-
Management:

Witnesses Examined for
the Petitioner-
Workmen:

M.W.1—B. I. Vijay Kumar.

Documents marked for the Respondent-Management:

Ex. M1/26-3-87—Copy of the Quarter allotment order issued by the Divl. Engineer, Workshop, Madaram to Sri M. Bala Raju, Tyndal Supervisor, Workshop, Madaram.

Ex. M2/14-4-87—Copy of the charge sheet issued by the Divl. Engineer, Workshop, Madaram to M. Balaraju.

Ex. M3/15-4-87—Explanation submitted by M. Balaraju to the Divl. Engineer, Workshop, Madaram.

Ex. M4/12-12-87—Order dated 12-12-87 issued by the Agent, MVK Group of Mines, S. C. Co. Ltd., to Sri B. I. Vijaya Kumar, Welfare Officer, M.V.K.I. Incline, appointed as Enquiry Officer.

Ex. M5/11/13-12-87—Copy of the Enquiry notice issued by the Divl. Engineer, Workshop, Madaram to M. Balaraju.

Ex. M6—Letter submitted by M. Balaraju to the Divl. Engineer, Workshop, Madaram with regard to postponement of the Enquiry.

Ex. M7/17-12-87—Enquiry Proceedings.

Ex. M8/9-1-88—Enquiry Report.

Ex. M9/25-8-82—True copy of the letter dated 25-8-82 under which the quarter No. 171 was allotted to M. Balaraju.

नई दिल्ली, 7 मार्च, 1991

का.सं. 865—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में एन सी एल के प्रबंधक के संबंध निरीक्षणों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 4 मार्च, 1994 को प्राप्त हुआ था।

[संख्या एन-22012/92/89-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 7th March, 1994

S.O. 865.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 4-3-1994.

[No. I-22012/92/89-IR.C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal—
Dated, 10th day of February, 1994
Industrial Dispute No. 78 of 1989

BETWEEN

The Workmen of Singareni Collieries
Company Limited, Bellampalli,
Adilabad District.

... Petitioner

AND

The Management of M/s. Singareni
Collieries Company Limited,
Bellampalli, Adilabad District.

.. Respondent

APPEARANCES :

Sri B. Ganga Ram, Representative—for the Petitioner

M/s. K. Srinivasa Murthy & G. Sudha, Advocates—for
the Respondent

AWARD

The Government of India, Ministry of Labour, by its Order No. I-22012(92)/89 IR(C.II) dated 3-10-1989 referred the following dispute under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947 between the Management of M/s. Singareni Collieries Company Limited, Bellampalli and their Workmen to this Tribunal for adjudication :

“Whether the action of the Management of M/s. S. C. Co. Ltd., Bellampalli in placing Sri K. Tirupathi at the initial basic pay in Grade without granting him 8 notional increments w.e.f. 9-5-1985 is justified? If not, to what relief the workman concerned is entitled?”

This reference was registered as Industrial Dispute No. 78 of 1989 and notices were issued to both the parties.

2. The brief facts of the claim statement filed by the Petitioner Union read as follows :—

Sri K. Tirupathi passed as Shot Firer on 17-11-1976 and was promoted as Shot Firer 'D' Grade in Morgan's Pit Bellampalli w.e.f. 1-7-1977. He passed as Mining Sirdar on 30-6-1980 in Mahaveer Khani No. I Incline and promoted as 'C' Grade Shot Firer w.e.f. 1-8-1980 vide letter dated 31-2-12/1-1980/1981 on the basic pay of Rs. 652.00 per month in the scale of Rs. 572-29-804-34-1008. After revision of wages as per the N.C.W.A. III he was revised on 1-9-1983 on the basic pay of Rs. 1062.00 in the scale of Rs. 742-4-1062-45-1422. Thus he was getting eight annual increments as on 1-9-1983. Sri K. Tirupathi met with a major mine accident while he was on duty on 6-1-1984 and he was injured severely hence he was under treatment in the Company's Hospital and he was medically made fit on 30-10-1984. Although he was made medically fit but he was not above to walk and work in the underground, since he was not fully recovered from the accident injuries hence he has given job of mining sirdar on surface and he worked even on surface irregularly due to pains and troubles of the accident. In the above circumstances he applied for a light job on the surface and he was appointed as a chit issuer with effect from 9-12-1985 in the Madaram Dispensary on the initial basic pay of E Grade i.e. on the basic of Rs. 625.00 in the scale of Rs. 625-23-947. The date of his working as Chit Issuer is written as 9-5-1985 instead of 9-12-1985 hence we are correcting the date as 9-12-1985. As per the facts mentioned in the above paras Sri K. Tirupathi should get 10 increments as a Mining Sirdar as on 1-9-1985 and after transferring him to the lower category of 'E' Grade he should be given 10 annual increments in E Grade as on 9-12-1985 but the management did not give even single increment and gave only starting basic pay of Rs. 625.00 in the 'E' Grade were again we wish to correct that the workman should get 10 increments as on 9-12-1985 and not 8 increments as mentioned in the schedule referred for adjudication to the Hon'ble Tribunal. During this period Sri K. Tirupathi was found medically fit to perform statutory duties of mining sirdar hence he was transferred to Goleti open Cast mine to work as Mining Sirdar and shot Firer 'C' vide General Manager's letter dated 18-1-1988 and again he was fixed on the starting basic of Rs. 742.00 in the scale of Rs. 742-40-1062-45-1422 in the 'C' Grade. He was not given any annual increment. As per the practice being followed in the S.C. in the case of Mining Sirdars working on lighter jobs on surface, the same old payment on Mining Sirdars (including the scale and increments). Only underground allowance is not being paid. Two examples for ready reference is given below :

(A) In Somagundam No. 1 Incline Sri Koteswar Rao was working as Mining Sirdar and he was made unfit for underground job, due to some disease and not mine accident. He is working on a lighter job on the surface and he is given full protection in his emoluments and he is being paid the higher scale and increments of the mining sirdar since some years.

(B) In Somagundam No. 3 Incline Sri Indira Durgaiiah Mining Sirdar was made unfit for underground job and he is given light job on the surface and he is being paid the same basic pay of mining sirdar with all increments.

(C) There are such several cases where the management has protected their full wages even though they are doing lighter and lower jobs on the surface. The case of the workman in dispute Sri K. Tirupathi is more deserving since it is a case of major mine accident occurred while on duty and in service of the company the workman lost his energy and was forced to do lighter job from 9-12-1985 to 18-1-1988 i.e. two years and above.

There is a practice of paying similar and same number of increment in case of time rated workers transferred from higher category to the lower category. An extract of the letter from G.M. (HQ), Kothagudem to G.M., GDK vide letter dated 12-10-1979 is given below for ready reference :

“The service rendered in higher category always counts for increments in the lower category and his prin-

ciple will hold good after implementation of N.C.W.A-11 also".

"For purpose of fitment in the lower category, the number of increments drawn in higher category can be allowed in the lower category."

From the above it is crystal clear that the contention of the management for denying to pay the same number of increments in the lower category is wrongful and unjustified. The demand of the workmen Sri K. Tirupathi that he should be paid the same number of increments as chit issuer in the lower category which he was getting as Mining Sirdar (C-Grade) is quite reasonable and fully justified. Therefore, we pray that the Hon'ble Tribunal to consider over this sympathetically and pass award that Sri K. Tirupathi should get the same number of increments in lower grade E as chit issuer which he was getting at the time of fixation of his basic pay in Grade-E and the arrears should be paid to him.

3. The brief facts of the counter filed by the Respondent-Management read as follows :—

It is submitted that the workman in dispute Sri K. Tirupathi has passed his Shot Firer Examination on 17-11-1976 and was promoted as Shot Firer 'D' Grade and posted w.e.f. 1-7-1977 at Bellampalli. It is true that he passed the Mining Sirdar Examination on 30-6-1980 and was promoted to 'C' Grade Shot Firer w.e.f. 1-8-1980 fixing at a basic pay of Rs. 658.00 p.m. in the pay scale of Rs. 572-29-804-1008. It is true that this workman in dispute met with an accident on 6-1-1984 and took treatment in Respondent Company's Hospital for 10 months and he was made fit on 30-10-1984. During the treatment period, the workman in dispute was receiving full pay as he was drawing as Z. Shotfirer C Grade with 8 increments. Immediately when he attended to the duty, Sri K. Tirupathi requested the Mines Manager to give a lighter job on surface in Grade 'C' Shot Firer though he was made fit by the Medical Officers to discharge his original duties as Shot Firer 'C' Grade underground. On humanitarian grounds, the Management agreed and posted him on surface and provided him a light job from 1-11-1984 to the end of November, 1985. During this period, though the workman in dispute was not discharging the Shot Firer 'C' Grade duties and discharging the lighter job duties on surface, he was paid full pay as Shot Firer 'C' Grade underground. As he expressed his weak, surface job was given. The allegation even on surface, he worked irregularly due to the pain of the accident is not correct. It is true that Sri K. Tirupathi on 2-12-1985 requested the management for surface job on reduced grade. As desired by him, the General Manager, Bellampalli by his letter dated 9-12-1985 posted him as Chit Issuer in the grade of Rs. 625-23-947 fixing at an initial basic pay of Rs. 625.00 per month. He opted for a lower grade job on surface and it was provided and he worked from 10-12-1985 to 18-1-1988. The allegation that Sri K. Tirupathi ought to have got 10 increments as Mining Sirdar as on 1-9-1985 even after transferring him to lower cadre he is eligible for 10 increments in 'E' Grade as on 9-12-1985 is not correct. As per the request of the workman in dispute only, his basic pay was fixed at Rs. 625.00. It may be noticed that the workman in dispute on 3-10-1987 once again submitted a representation to the General Manager (Projects), Bellampalli initiated the management that he was physically quite alright and he wished to work as Shotfirer 'C' Grade in Opencast mines at Goleti and requested to consider his case on sympathetic grounds and permit him to discharge the duties as Shotfirer 'C' Grade. The General Manager once again looked into the matter and passed an order on 18-1-1988 posting this workman from Chit Issuer, Madaram Dispensary to work as Shotfirer 'C' Grade at Goleti Open Cast Mine as desired by him with immediate effect. Since that day, again he was refixed into Shotfirer 'C' Grade at Rs. 742.00 with an initial basic pay and the workman in dispute has agreed for the same. It may be noticed that this is a case where workman himself requested the Management to post him in lower category/grade. Once again he has requested for original job and the same was given. Even now the petitioner is at liberty to invoke the procedure mentioned under Settlement dt. 12-3-1990 to settle the issue with regard to fixation of pay scale and the management is ready to look into the matter and fix correct pay. Sri K. Tirupathi is not entitled for any increments as they very appointment is at the request of Sri K. Tirupathi for lighter job that too on reduced category of

wages. Sri K. Tirupathi's case cannot be compared with the other cases. Sri K. Tirupathi on his own request, worked in lighter job from 9-12-1985 to 18-1-1988 but not because of Management's administrative action. The allegation that Sri K. Tirupathi should be paid the same number of increments as chit issuer is not correct and the allegations made herein are repetitive in nature. The workman in dispute is not entitled to the same number of increments in lower Grade 'E' as Chit Issuer which he was getting at the time of fixation of his basic pay in Grade 'E' much less the arrears of cost. The workman in dispute is not entitled to any relief as prayed for and the petition is liable to be dismissed.

4. The point for adjudication is whether the action of the Respondent in placing Sri K. Tirupathi at the initial basic pay in Grade E without granting him 8 notional increments w.e.f. 9-5-1985 is justified?

5. W.W1 was examined on behalf of the Petitioner and marked Exs. W1 to W13. M.W1 was examined on behalf of the Respondent and marked Exs. M1 to M3.

6. W.W1 is K. Tirupathi. In brief he deposed that he was appointed on 28-12-1973 in Morgain Pit as Tunnel Mazdoor. He has passed Shot Firer Examination on 17-7-1976. He was promoted as Shot Firer on 1-7-1977. He has passed Mining Sirdar Examination on 30-6-1980. He was promoted as 'C' Grade shot firer on 1-8-1980. His basic was Rs. 659.00 in the scale of Rs. 572-29-804-34-1008 as 'C' Grade Shot Firer. From December 1985 he worked as Chit issuer in Madaram Dispensary. He was not given single increment in 'F' Grade in Madaram Dispensary. In December 1985 he was eligible for 10 increments. If any body is transferred from Higher category to lower category he should be given the same number of increments in the lower category which he was getting in higher category. He requested the Management to provide light job on surface but on the condition of reducing the wages. He was given light job in Madaram Dispensary. He applied to the Management to provide mining sirdar job on surface in Goleti Open Cast in October, 1987. From January 1988 he was sent to work in Goleti Open Cast as Mining Sirdar. For four months in Goleti Open Cast, he was given the basic of Rs. 742.00. After four months he was given basic of Rs. 1642.00. If any body is declared medically unfit due to non-mine accident, he will be provided light job and he will be paid wages in the lower category concerned with the job and he will be paid same number of increments in the lower category which he was getting in higher category. He has completed 10 years as Mining Sirdar in 1990 and as per the agreement he should have been given 'B' Grade.

7. M.W1 is C. Gopala Rao. He deposed that he knows the facts of this case. The petitioner herein was appointed on 28-12-1973 in Respondent. The Petitioner made a representation to the Respondent to give a job on surface. The Respondent appointed the petitioner as a Chit Issuer on surface in 'F' Grade. The Chit Issuer post is less remunerative than the shotfirer 'C' Post. He has made an application dt. 3-10-87 to post him as Shot Firer-C Grade in the Underground and he was sent for medical examination because he was fit for the post of Shotfirer 'C' and he was given Shot Firer Post from 18-1-1988. The petitioner was posted to Open Cast Mine as Shot Firer 'C' Grade. On posting as Chit issuer in Hospital on reduced category, has not objected and taken the office order and worked. Afterwards also he worked as Shot Firer 'C' Grade on the initial basic and not objected. The Petitioner is not entitled to service increments as claimed in the petition because the petitioner came to the reduced category on his own request.

8. The case of the Petitioner-Union that Sri K. Tirupathi met with accident on 6-1-1984, underwent treatment and was medically made fit on 30-10-1984 since he was not fully recovered from injuries he was given job of Mining Sirdar on Surface and was appointed as Chit issuer w.e.f. 9-12-1985 on initial basic pay of 'E' Grade Rs. 625 Sri K. Tirupathi should get 10 increments as a Mining Sirdar as on 1-9-1985 and after transferring him to the lower category of 'F' Grade he should be given 10 annual increments in 'F' Grade as on 9-12-1985 but the Management did not give increment and not 8 increments as mentioned in the Schedule referred in the reference.

9. The contention of the Respondent Management that the allegation Sri K. Tirupathi ought to have got 10 increments as Mining Sirdar as on 1-9-1985 even after transferring him to lower cadre he is eligible for 10 increments in 'E' Grade as on 9-12-1985 is not correct. As per the request of the workman in dispute only his basic pay was fixed at Rs. 625.00. Once again submitted a representation to the General Manager (Projects) Bellampalli intimating the Management that he was physically quite alright and he wished to work as Shot Firer 'C' Grade in Open Cast Mines at Goleti and permitted him to discharge the duties as Shotfirer 'C' Grade. The General Manager once again looked into the matter and passed an order on 18-1-1988 posting the workman in dispute from Chit Issuer, Maduram Dispensary to work as Shot firer 'C' Grade at Goleti Open Cast Mine as desired by him with immediate effect. Since that day, again he was refixed into Shotfirer 'C' Grade at Rs. 742.00 with an initial basic pay and the workman in dispute has agreed for the same. That Annual increment is not an automatic one as such the workman cannot demand for annual increments.

10. The argument of the Respondent Management that there are no provisions under the Joint Bipartite Committee for Coal Industry instructions or Settlement by which the employee is entitled to claim that he should be given 10 annual increments in the 'E' Grade. It is not one of the conditions or terms of service nor is it mentioned in the Standing Orders. In the case of Ramnagar Cane and Sugar Company Limited v. Jatin Chakravarty [1961(1) LLJ page 244] it has been specifically held by the Supreme Court that any Settlement entered under Section 12(3) is binding on all the employees of the establishment and employees who may join in future and this is by virtue of Section 18(3) of the I.D. Act. There is no settlement or a term or service condition to give notional increments. Even though during the relevant period the workman in dispute was discharging the duties of Shotfirer 'C' Grade and has been appointed in an alternative job on his being found medically unfit, there is no question of reduction in the pay. As he was found medically unfit for the post of Shotfirer and he had to be removed from service, he made application for lighter job and it was given to him at his request. He has also specifically stated that he is willing to be reverted to a lower grade so that he remain in service and in view of his health he cannot work underground and at his request it was given to him and it is not as if management reverted him to a lower post even though he was fit to work his original job. It is not open now to him to contend that his placement in lower grade is not correct and he should be placed in higher grade. At the request of the workman he has been permitted to work in Goleti Open Cast mine as Shot-firer Grade C on the scale of Rs. 742.00 and he is working on surface. The office order given to him specifically states about the scales of pay and actual pay fixed for which he has not raised any dispute. Having not raised any dispute when he accepted the appointment and pay fixation as specified in the office order, he cannot now agitate on the matter. From the above facts I find there is some force in the contention of the Respondent Management that Sri K. Tirupathi was rightly posted as Chit Issuer in the Grade of Rs. 625-23-947 fixing at an initial basic pay of Rs. 625.00 per month, once again on representation by the workman in dispute the Management passed an order on 18-1-1988 posting the workman in dispute from Chit Issuer, Maduram Dispensary to Shot Firer 'C' Grade at Goleti Open Cast Mine since that day, again the workman in dispute was refixed into Shot Firer 'C' Grade at Rs. 742.00 with an initial basic pay and that the workman in dispute has agreed for the same. I find that the workman in dispute cannot demand for annual increment and he is not entitled to the same number of increments in lower Grade 'E' as Chit Issuer which he was getting at the time of fixation of his basic pay in Grade 'E'.

11. In the result the action of the Management of M/s. Singareni Collieries Company Limited, Bellampalli in placing Sri K. Tirupathi at the initial basic pay in Grade-E without granting him 8 notional increment w.e.f. 9-5-1985 is justified and the workman concerned is not entitled to any relief.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of the Tribunal this the 19th day of February, 1994.

Y. VENKATACHALAM, Industrial Tribunal I

Appendix of Evidence.

Witnesses Examined
for Workmen :

W.W1 K. Tirupathi

Witnesses Examined
for Management :

M.W1 C. Gopala Rao

Documents marked for the Workmen :

- Ex. W1/11-7-1977—Office Order of Addl. G.M., Bellampalli to K. Tirupathi and other with regard to promotion Xerox copy.
- Ex. W2/31-12-80—Promotion Order issued to K. Tirupathi Given by Addl. G.M. Bellampalli Xerox copy.
- Ex. W3/24/30-12-85—Xerox copy Shot Firer C Grade designated to employees as Mining Sirdars to Sri K. Tirupathi and others xerox copy.
- Ex. W4/9-12-85—Office Order issued to K. Tirupathi to work as Chit Issuer Xerox copy.
- Ex. W5/12-10-79—True Copy of G.M. Hqs. Kothagudem that increments drawn in higher category can be allowed in lower category.
- Ex. W6/24-1-87—Letter addressed to the ALC(C) raising the Dispute with regard to Sri K. Tirupathi
- Ex. W7/7-11-87—Medical fitness certificate issued by Superintendent Area Hospital Bellampalli.
- Ex. W8/18-1-88—Xerox copy of Office Order Bellampalli to work as C. Grade S. F. in Goleti Open Cast to K. Tirupathi.
- Ex. W9/20-7-88—G.M.S. Office Order confirming Tirupathi as S.F.C. Grade w.e.f. 20-4-88.
- Ex. W10/24-5-88—Particulars of Sri K. Tirupathi, Ex. SFC-Reg-Xerox copy.
- Ex. W11/12-2-89—Minutes of conciliation.
- Ex. W12/28-2-89—Failure of Conciliation Report.
- Ex. W13/12-3-90—Xerox copy of Memo of settlement dt. 12-3-90.

Documents marked for the Management :

- Ex M1/9-12-85—Office Order (Original of Ex. W4)
- Ex. M2—Application to post as Shot Firer in the Under Ground.
- Ex. M3/18-1-85—Office Order (Ex. W8 original)
- Ex. M4—Xerox copy of Settlement Jt. 12-3-93 (W13).
- Ex. M5—Declaration of unfit to work Underground.

नई दिल्ली, 18 मार्च, 1994

का.आ. 866.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार इल्यु सी एन के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई न. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-3-94 को प्राप्त हुआ था।

[सं. पत्र-22012/121/92-आई आर (सं-II)]

राजा लाल, डेस्क अधिकारी

New Delhi the 18th March, 1994

S.O. 866.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 9-3-94.

[No. 1-22012/121/92-IR-C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
NO. 1 AT BOMBAY

PRESENT :

Justice Shri R. G. Sindhakar, Presiding Officer.

Reference No. : CGIT-155 of 1992

PARTIES :

The Employers in relation to the Management of Hindustan
Lalpath Colliery of Western Coalfields Limited,

AND

Their Workmen

APPEARANCES :

For the Employer.—Shri B. N. Prasad Advocate.

For the Workman.—Shri Anand Advocate.

INDUSTRY : Mining. STATE : MAHARASHTRA.

Bombay, dated the 15th day of February, 1994

AWARD

The Government of India, Ministry of Labour by letter dated 8-7-1992 made the following reference to this Tribunal for adjudication under Section 10(1)(d) read with Section 2(A) of the Industrial Disputes Act, 1947.

"Whether Smt. Leela W/o Shri Gopal Bhagwan Andelkar, Casual/Budli Worker is entitled to get the job as a dependent as per the provisions of employment to Dependent 9.4.1 of NCWA-IV by the General Manager, W.C. Ltd., Chandrapur Area, ? If not, to what relief the workman is entitled to?"

2. Smt. Leela, widow of Shri Gopal Bhagwan (hereinafter referred to as the deceased) has raised this dispute claiming employment under clause 9.4.1 of the Memorandum of Agreement, namely the National Coal Wage Agreement-IV. Her husband was working as a piece rated Budli Loader in the Hindustan Lalpath Colliery, Chandrapur and he died on 1-2-1991, while in employment. She received Rs. 15,000 for life cover of her husband, which is payable only if an employee dies while in service, under the rules prescribed. She made applications on 21-2-1991 and 21-9-1991 for employment as a dependent of her deceased husband. The Management refused to give her employment stating that her husband was a Casual Labourer. She maintains that he was a Piece rated Budli Loader. It is stated that thereafter, she approached the Asst. Labour Commissioner Chandrapur and since there was no settlement arrived at, the present reference is required to be made. She maintains that under the relevant Sections of the Agreement, dependent of a Budlee or a Casual worker is to be provided employment.

3. On behalf of the Management, written statement has been filed. Preliminary objection has been raised stating that any individual person, namely Mrs. Leela cannot make such a claim. It is further contended that there is no industrial dispute under section 2(A) of the Act, because, it is not concerned with dismissal, discharge or termination of service of any individual workman. It is then stated that there was no relationship of employer and employee, between Mrs. Leela and the Management, and therefore, also, there is no industrial dispute between the parties which could be referred for adjudication.

4. Then, on facts it is stated that he was employed as a Casual/Budli Piece Rated Loader at Hindustan Lalpath Colliery and was provided job as and when available, due to temporary absence of the permanent piece-rated loaders or whenever there was any exigency to deploy casual loaders. There was no contract to provide him permanent or regular employment and he was also under no obligation to report for work every day and was at liberty to secure employment elsewhere. It is further stated that he worked in the year 1986, for 3 days in the month of January and 7 and

10 days in September and October, and thereafter, till death on 1-2-1991, he never reported to the employers for work. It is further stated that he had not put in 240/190 days of work till October 1988 when he quit the job. Therefore, no formal procedure of giving notice was required to be followed. The dependent cannot therefore acquire the right to employment under the provisions of the Agreement. It is further stated that it has been clarified by the instructions issued from time to time that they are not entitled to employment. It is also stated that no reference was made to JBCCI under clause 12.3 of the National Coal Wage Agreement-IV before raising the dispute. Several other aspects have been pleaded namely that the dependent is a woman and it is not possible to provide her with a job because Coal production is carried out mostly through underground mines, and women are prohibited by law from being employed in underground operations. They are also prohibited from being employed during night hours. Therefore, there are a very few and limited jobs in the mines where a woman can be gainfully employed. It is also stated that it will not be possible to provide any employment and will be a burden and therefore, her claim should not be considered favourably. It is stated that for providing employment under the relevant clause, the person to be considered for employment should be physically suitable for employment. In a commercial establishment like WCL, suitability has to be judged on the basis of the availability of the post and the extent of utilisation of the person appointed. In the light of all these, prayer for rejection of her claim is made.

5. So far as the payment of Rs. 15,000 under the Life Cover Scheme is concerned, it is contended that the payment was made, but the Rules were not strictly applied, and the technicalities were not gone into because of the compassion involved in the payment. It is contended that, that cannot be made a basis for claiming employment. Prayer for rejecting the claim is made.

6. Rejoinder has been filed by the Applicant and contentions raised in the written statement has been refuted. It is stated that he had not abandoned the service. Letters have been addressed to the Management informing that he was suffering from jaundice and could not attend to duty. Some documents are produced alongwith, the rejoinder.

7. The point that arises for consideration in this reference is whether Smt. Leela, wife of Shri Gopal Bhagwan a Casual/Budli Workman is entitled to claim the benefit of clause 9.4.1 of the NCWA IV. Clause 9.4.1 of the NCWA-IV reads thus :

"Employment would be provided to one dependent of workers disabled permanently and those meet with death while in service."

It is to be stated that it does not say that the dependents of Casual/Budli Workmen should be excluded from the term workmen mentioned therein.

8. If it is so, then it is difficult to accept the line of argument advanced on behalf of the Management, that Budli Casual workmen are not covered and their dependents are not entitled to the benefits, and as a result, the fact remains unchanged as to whether he was a piece rated Budli Loader or a Casual Loader. It is the case of the Management that after November 1988 he ceased to report to work, and in 1988 he had worked only for 20 days. The number of days attended prior to 1988 are not mentioned in the written statement. If such a workman dies or gets disabled permanently, I fail to see how it can be held that he was not a workman covered by clause 9.4.1, and that his dependents cannot claim benefit of that.

9. However, the argument advanced is that, he abandoned the service in 1988 and did not come back to report for work. In this connection it is stated in the rejoinder that, he was sick, and therefore, could not report for work. It is further stated in para 5 of the rejoinder that he intimated the Management about it and some documents have been produced in support of it. They are of the year 1988, 22nd July. In that letter, it is mentioned that the reason for his absence was that he was suffering from Jaundice. By letter dated 29-9-1989, he intimated that he was absent from

06-6-1989 and that he has not intimated the same to the Management, and the reason was that he had gone out of town, and he asked for employment.

10. The admitted position therefore, is, that, he remained absent and as contended by the Management and did not intimate this fact to the Management till 1989. The point that has been raised on behalf of the Management is that, he had thus abandoned the service and therefore, he ceased to be a workman at the time of his death, and therefore, his dependant cannot claim the benefit of that.

11. On behalf of the workman, letter dated 17-2-1992 (copy) is produced. It is addressed by the Personnel Officer, Hindustan Lalpeth Colliery, to the Regional Commissioner, Coal Mines Provident Funds, and therein, it is stated that the name of the employee has been treated on roll, even though he is absent unauthorisedly, but the necessary Disciplinary Action has not been completed. It is further stated that "As such in the case of late Shri Gopal Bhagwan Andelkar his name was shown on Colliery roll till the date of death only because no disciplinary action was completed for his unauthorised absence from duties." Therefore, though he absented himself as contended by the Management, and did not report for duty, his name continued on the roll, and it cannot be said that he ceased to be a workman so far as the colliery is concerned. Under any workmen category he may have been employed, his services are required to be terminated and, till such time, he would be deemed to have been continuing in service. The fact that the Management could have taken action against him for his absence would not mean that such action has been taken, and his services came to an end. Letter dated 15-1-1982 by which he was appointed clearly goes to show that he was offered an appointment which was liable to be terminated on certain grounds. That has not been in fact done. I, therefore, do not find any merit in the argument that because he absented himself, that amounted to abandonment of service and severance of employer employee relationship.

12. The point that however, initiates against the workman is that, this is not an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act, 1947. Industrial Dispute has been defined as;

"Industrial Dispute" means any dispute or difference between employer and employer, or employer and workmen, or between workmen and workmen, which is connected with the employment or non employment or the terms of employment or with the conditions of labour of any person."

The point whether an individual dispute can be an industrial dispute has been set at rest by a decision of the Supreme Court in a case between the Central Province Transport Services Ltd., V/s. R. G. Patwardhan. Therein the Supreme Court held:

"The language of Section 2(k) is wide enough to cover a dispute between an employer and a single employee, the scheme of industrial disputes Act, does not appear to contemplate that the machinery provided therein should be set in motion to settle only disputes which involve the rights of workmen as a class and that a dispute touching the individual rights of a workman was not intended to be the object of an adjudication under the Act, when the same has not been taken up by the Union or a number of workmen."

This being the position, it is not possible to hold that the dispute raised by Smt. Leela, widow of late Shri Gopal Bhagwan is an industrial dispute. After the decision in the case of the Central Provinces Transport Services Ltd., (Supra) Section 2-A has been introduced. Section 2-A reads thus :

"Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, dispute or difference between that workman and his employer connected with, or arising out of such discharge, dismissal retrenchment or termination shall be deemed to be an industrial

dispute, notwithstanding that no other workmen or any Union of workmen is a party to the dispute."

It will be seen therefrom that for covering a dispute under Section 2(A), the dispute must be connected with or arising out of such discharge, dismissal, retrenchment or termination. The wording of section 2(k) quoted above will show that an industrial dispute means, any dispute or difference between employer and employer or employer and workmen, or between workmen and workmen, which is connected with employment or non-employment or terms of employment or with the conditions of labour of any person. The significant absence of the word non employment in section 2-A indicates legislative intent of not covering such disputes about non employment as an industrial dispute which could be adjudicated upon under the Act. If it is not a case of industrial dispute converted by either Section 2(k) or 2-A I am afraid, this Tribunal will have no jurisdiction to adjudicate upon it.

13. The Management has tried to contend that she is a lady, and therefore, cannot be provided with an employment. It is urged even under clause 9.4.2, the dependents considered for employment should be physically fit and suitable for employment. I am unable to agree with this submission for the simple reason that inspite of this difficulty, the Management has stated in the agreement, that the wife will be a dependent for the purpose of employment under the Section 9.4.1. In the light of this provision, such an argument could not have been advanced and it can be called discriminatory on the ground of sex. It is obvious that there must be some scope for providing employment to such a dependent as mentioned in Section 9.4.2.

14. It was urged that the Applicant failed to refer the matter for interpretation to the JBCCI, and therefore, she cannot now make any grievance here. For this, reference is made to section 12.3. I am unable to see how that section is attracted. It says that the Management will not resort to any unilateral interpretation of the agreement, and in case of any difficulty in interpretation or implementation of any clause of this agreement, the same will be referred to and settled by JBCCI or a sub-committee constituted for the purpose in the spirit of natural goodwill. It is clear that, it is not the workmen who are supposed to approach the JBCCI, but it is the Management which is supposed to approach the JBCCI or a sub-committee of JBCCI. The Management contended that the reference was not made to JBCCI, and therefore, the reference is bad, and she cannot make any grievance. I think that therefore, Leelabai cannot be estopped from coming here or getting the matter referred for adjudication, because she had not approached the JBCCI. I may also mention here, that the Management had also contended that the JBCCI had put its interpretation of clause 9.4.1, and reference is made to letter dated 24-11-1987 addressed to Shri Singh, Additional Chief Personnel Manager, by Shri I. B. Pandey. That appears to be in reply to a letter of Shri Singh dated 17-11-1987. Shri Singh's query was, whether dependents of Casual employees should be considered for employment, and the reply appears to be in the negative. The Management has produced another letter addressed by Shri E.F.B. Sundaram, Dy. Personnel Manager, to the Chief General Manager, dated 28-12-87, wherein it is stated that the dependents of Casual employees should not be considered for employment, and that letter has the reference to the letter signed by Shri I. B. Pandey, to which reference has been made above. Therefore, this deals with a case of a Casual Employee. It is the case of Smt. Leelabai, that, he was appointed not as a Casual Employee, but as a Piece Rated Badli Loader, and therefore, this letter of the JBCCI does not debar the Management from employing the dependent of a Budli Loader. Once again the Management relied upon the letter dated 16-9-1980, addressed by Shri Prasad to Shri Mrig. WCL. It is stated that in the case of natural death of Casual/Budli Workmen, the Management is not under obligation to provide employment to his dependents, and as such claims may be "rejected outright". This appears to have been done without reference to the JBCCI, because there is no mention of any such reference in this letter. This is in violation of Section 12.3 of the Agreement. Apart from this, so far as this Tribunal is concerned, it has to interpret the provisions of the Agreement, and the advice given by the JBCCI cannot

bind it. All that could be said is that the advice of the JBCCI was required to be obtained before taking any decision.

15. However, since it is not an industrial dispute, she will not be entitled to any relief.

16. Award accordingly, with no order as to costs.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 15 मार्च, 1994

का.अ. 867.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उसे दिनांक 1-3-94 को प्राप्त साऊथ इन्डिया कॉर्पोरेशन सरकार लि. प्रबंधन के संबंध में उनके कर्मचारों और नियोक्ताओं के बीच हुए औद्योगिक विवाद के संबंध में अनुबंध में यथोक्त औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है।

[सं. एल-33012/14/92-आई आर (विवाद)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 15th March, 1994

S.O. 867.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal Madras as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of South India Corporation Ltd., and their workmen, which was received by the Central Government on 1st March, 1994.

[No. L-33012/14/92-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Wednesday, the 9th day of February, 1994

PRESENT :

Thiru K. Sampath Kumaran, B.A.B.L., Industrial Tribunal.

Industrial Dispute No. 111/1992

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of South India Corporation (Agency), Madras-1].

BETWEEN

The Workmen represented by:

The General Secretary,
Madras Port & Dock Workers' Congress,
15, Second Line Beach,
Madras-600001.

AND

The General Manager,
South India Corporation (Agency) Ltd
Stevedores Department,
30-40 Armenian Street,
Madras-600001.

REFERENCE :

Order No. L-33012/14/92-IR(Misc.), dated 11th December, 1992, Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final disposal in the presence of Thiru R. Arumugham for Tvl. Aiyar & Dolia, Advocates appearing for workmen, upon perusing the reference. Claim statement and other connected papers on record and the management being absent, and having been set ex-parte, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for the adjudication of the following issue :

"Whether the Management of South India Corporation (Agency) Limited, is justified in non-regularisation and non-fixation of pay, in the pay scales applicable to the dock workers, of 5 workers viz., S/Shri (1) Amuldass, (2) R. Mohan, (3) T. Kamaraj, (4) R. Muthu; and (5) Munusamy? If not to what relief are the concerned workmen entitled?"

2. The Petitioner filed the following Statement :

The workers Amuldass, R. Mohan, T. Kamaraj, R. Muthu and Munusamy are working as Gear Mazdoor in the respondent-company. Their continuous years of service are as follows :

Amuldass	--	17 years.
R. Mohan	--	8 years.
T. Kamaraj	--	4 years.
R. Muthu	--	6 years.
Munusamy	--	4 years.

The said workers are performing the following works :

1. Preparation of Wire Sling.
2. Preparation of the Gear.
3. Repair of the old wire sling.
4. Repair of old gear; and
5. Such other work entrusted to them by the respondent.

The said workers are performing this work either in the gear godown or in the ship. The respondent is issuing necessary gate passes to enter into the ship, and is paying daily wages to the workers. The respondent regularised the services of 10 other gear mazdoors in the year 1988 without regularising the services of these workers. The respondent is giving over-time to the confirmed gear mazdoors. There is no justification to keep these 5 workers without regularising their services. The petitioner-union and the 5 workers made several representations to regularise the services of these 5 workers and also to fix the wage scale to them. The respondent failed to consider their just and reasonable demands. The necessary implements, machineries, and raw materials are supplied by the respondent to these 5 workers. These workers have put in more than 240 days of work in each year. The Gear Mazdoor work is one of the essential works of the respondent. The services of these workers is required for the respondent for each and every day. There is no justification in denying regularisation and wages like others. The confirmed workers are getting wages and other benefits like Bonus, Provident Fund, Over-time and night allowance. These 5 workers and the 10 confirmed workers are doing the same and identical work under the respondent. There is every justification in the demand of the petitioner for wages at the same rate payable to the regular and permanent workers. Therefore, an award may be passed holding that the non-regularisation and non-fixation of wages to these 5 workers is not justified, and directing the respondent to regularise the services of these 5 workers and fix their wages at the rate payable to the regular permanent workers with effect from 1st January, 1988.

3. The respondent has not filed any counter and remains ex-parte.

4. The issues that arise for consideration are as follows :

1. Whether the workmen concerned have been working continuously as casuals as claimed by them?
2. Whether the action of the respondent in not regularising and not fixing their pay scales as are applicable to the other dock workers is not justified?
3. Whether the workmen concerned in this dispute are to be regularised and their pays should be fixed as are applicable to the other regular dock workers?

5. Issues 1 to 3 : Amuldass, one of the 5 workers concerned in this dispute has given evidence as MW1. He has stated in his evidence that himself and the 4 other work-

men viz., Mohan, Kamaraj, Muthu and Munusamy are working under the respondent. He stated that while he is working with the respondent for 18 years, Mohan is working for 10 years, while Kamaraj, Muthu and Munusamy are working with the respondent for 8 years. He also stated that they will work in the ship and in the godowns. He has produced the gate passes issued to him and the other workmen for entering the Port for the purpose of doing their work. They have been marked as Exhibits W-1 series to W-5 series. He stated that they will be paid daily wages and has produced the vouchers relating to the same as Exhibit W-6 series to Ex. W-16 series. He has also stated that they were paid bonus by the respondent and has produced the vouchers relating to the same as Exhibit W-17 series.

6. WW1 stated that the respondent regularised 10 other workers who were junior to them. According to him, he and the 4 other workers concerned in this dispute are working continuously, but inspite of the request made orally, and in writing, the respondent has not regularised their services. He has produced 2 requisitions given by them as exhibits W-18 and W-19. WW1 also deposed that himself and the 4 workers concerned are doing the same work at the same place as are done by the workers who have been confirmed. But, he also stated that while the confirmed workers are given the benefits like Provident Fund, Efficiency Allowance, Overtime allowance and night time allowance, there is difference in the wages given to them. Therefore, he stated that they should be regularised and their pay should be fixed.

7. As pointed out already, though, the respondent had appeared through an authorised representative and taken time for filing counter, the respondent has not filed any counter and has remained ex-parte. There is no evidence contra to that of MW1, and there is also no reason to reject the same.

8. It is evident that the workmen concerned in this dispute have been working continuously for several years without being regularised while some others doing the same work at the same place have not only been regularised and are also receiving certain benefits, whereas the workmen concerned in this dispute receive only daily wages. Therefore, the respondent must regularise the services of the workmen concerned in this dispute and also fix their wages equal to that of the other regular permanent dock workers with effect from 1st January, 1988.

9. In the result, an award is passed directing the respondent to regularise the services of the 5 workmen concerned in this Industrial dispute, and also to fix their pay in the pay scales applicable to the regular dock workers. No costs.

Dated, this the 9th day of February, 1994.

THIRU K. SAMPATH KUMARAN, Industrial Tribunal
WITNESSES EXAMINED

For Workman :

W.W. 1—Thiru I. Amaldass.

For Management :

None.

DOCUMENTS MARKED

For Workmen :

Ex. W-1-Series—Temporary passes issued to Thiru Muthu, Mazdoor, to enter harbour.

Ex. W-2-Series—Monthly permits and Temporary passes issued to Thiru Mohan, Mazdoor.

Ex. W-3-Series—Temporary passes issued to Thiru Kamaraj, Mazdoor, to enter harbour.

Ex. W-4-Series—Monthly permits and temporary passes etc. issued to Thiru I. Amaldass, Mazdoor.

Ex. W-5-Series—Temporary passes issued to Tvl. Kamaraj & Muthu, renewal card of Tvl. Amaldass & R. Mohan (Xerox copies).

Ex. W-6-Series—Cash Vouchers regarding Thiru R. Mohan for doing different jobs (Xerox copy).

Ex. W-7-Series—Cash Vouchers regarding Tvl. Kamaraj, Muthu, Amaldass, and R. Mohan for doing jobs (Xerox copy).

Ex. W-8/27-9-93—Cash Voucher regarding Thiru Amaldass for doing job (Xerox copy).

Ex. W-9/27-9-93—Cash Voucher for payment of Rs. 880 to four extra mazdoors (Xerox copy).

Ex. W-10-Series/28-5-93—Cash Vouchers relating to Tvl. Kamaraj, Mohan, Muthu & Amaldass for doing different jobs (Xerox copies).

Ex. W-11-Series—Cash Vouchers relating to Tvl. Kamaraj, Muthu & Amaldass for doing different jobs (Xerox copies).

Ex. W-12-Series/9-9-93—Cash vouchers relating to Tvl. R. Mohan, Kamaraj, Muthu and I. Amaldass for doing different jobs (Xerox copies).

Ex. W-13-Series/26-10-93—Cash vouchers relating to Tvl. Kamaraj, R. Mohan, Amaldass and Muthu for doing different jobs (Xerox copies).

Ex. W-14-Series/14-12-93—Cash vouchers relating to Tvl. Kamaraj, R. Mohan, Amaldass & Muthu for doing different jobs (Xerox copies).

Ex. W-15/19-12-93—Cash voucher for payment of Rs. 2,080 to mazdoors (Xerox copy).

Ex. W-16-Series/14-12-93—Cash vouchers relating to Tvl. Kamaraj, R. Mohan, Muthu and Amaldass for doing different jobs (Xerox copies).

Ex. W-17-Series/27-10-93—Cash vouchers relating to Tvl. Kamaraj, Mohan, Amaldass & Muthu as Deepavali Inam (Xerox copies).

Ex. W-18/3-1-89—Letter from Petitioner-Union to the Management (Xerox copy).

Ex. W-19/17-6-89—Letter from Petitioner-Union to the Management requesting to confirm the workmen (Xerox copy).

For Management—Nil.

नई दिल्ली, 15 मार्च, 1994

का.आ. 868.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, उसे दिनांक 11-3-94 को प्राप्त एयर इंडिया प्रबंधन के संबंध में उनके कर्मकारों और नियोक्ताओं के बीच हुए औद्योगिक विवाद के संबंध में अनुबंध में यथोक्त केन्द्रीय सरकार औद्योगिक अधिकरण बम्बई नं. 1 के पंचाट को प्रकाशित करती है।

[सं. एन-11012/23/86-डी-II (बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 15th March, 1994

S.O. 868.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court Bombay No. 1 as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of AIR INDIA and their workmen, which was received by the Central Government on 11th March, 1994.

[No. 1-11012/23/86-D.II(B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT BOMBAY

PRESENT:

Shri Justice R. G. Sindhakar, Presiding Officer
Reference No. CGIT-1/22 of 1988

PARTIES:

The Employers in relation to the Management of Air India.

AND

Their Workmen.

APPEARANCES:

For the Employer—Shri Swamy, Advocate (Bhasin & Co.).

For the workmen—Shri Nabar, Advocate.
INDUSTRY : Civil Aviation. STATE : Maharashtra.

Bombay, the 16th day of February, 1994

AWARD

Shri Padmanabhan has raised this dispute, which has been referred to this Tribunal for adjudication under Section 10(1)(d) read with Section 2(A) of the Industrial Disputes Act, 1947. It is to the following effect.

"Whether the action of the Management of Air India in not considering Shri K. Padmanabhan for employment against future vacancies is justified? If not, to what relief the workman concerned is entitled?"

2. In his statement of claim, he has tried to enlarge the scope of the dispute referred to a considerable extent.

3. He states that his father was on the establishment of Air India, and he was in occupation of residential quarters provided by Air India. He retired and he was asked to vacate the quarters, and at that time, he was assured that if he vacated the quarters, employment would be offered to his son Shri Padmanabhan. On the basis of this assurance he vacated the quarters and Shri K. Padmanabhan was offered employment as a Casual Loader in 1979 November. He continued to work till 1981, and, thereafter, he was given a break of 3 months. He was thereafter, taken as a cleaner on temporary basis from 2nd March, 1980, and he continued on the said post till 20th December, 1982. Thereafter, he was not provided with any employment inspite of repeated representations.

4. According to him, the action of the Management in not considering him against future vacancies is not justified and, he should be reinstated in the post of loader/cleaner with continuity of service and full back wages. He also claimed compensation of Rs. 10,000.

5. He has in the course of his statement of claim stated that he has worked for 676 days, which is more than 240 days and therefore, under the provisions of Model Standing Orders, Section 4(C), he was required to be made permanent. He has also contended that the action of the Management is in violation of the provisions of the Industrial Disputes Act, dealing with the retrenchment of workmen and, therefore, bad in law.

6. On behalf of the Management, written statement has been filed. Jurisdiction of this Tribunal and the maintainability of the reference has been disputed. It is contended that he is not a workman within the meaning of the term under the Act.

7. It is further contended that he was employed in the Corporation on purely temporary basis and on extreme compassionate grounds from 2nd March, 1982 to 20th May, 1982, 2nd September 1982 to 15th November, 1982 and from 24th November, 1982 till 20th December, 1982. He was, on all these occasions, employed as a temporary workman for a specific period as contained in the contract of employment, and on completion of the same, he ceased to be in the employment of the Corporation. The theory of assurance is denied and it is also contended that there is no rule under which dependent of any employee can claim employment in a vacancy created by the retirement, though preference is given to them. It was as a result of this, on compassionate

ground, he was offered temporary employment. There is no case of non-renewal, termination or breach of any provision of the Industrial Disputes Act.

8. It is further contended that the service conditions are governed by the Air India Employees' Service Regulations framed under Section 45(2)(b) read with Section 8(2) of the Air Corporations Act, 1953. The provisions of the Industrial Employment Standing Orders, or the Industrial Disputes Act, have no application. It is further contended that the claim based on the Model Standing Order are not correct as they are not applicable. It is denied that he has put in the requisite number of days' service.

9. My learned predecessor framed Issues, and the workman has filed an affidavit in support of his contentions. He has been cross examined on behalf of the Management.

Issues

Findings.

1. Is the second party not a workman within the meaning of section 2(s) of the Industrial Disputes Act, 1947? Yes.
2. Is the reference not maintainable in law? Yes, as framed
3. Is the action of the Management in violation of the provisions of Sections 25-F, 25-G, 25-H, and or 25-N of the Industrial Disputes Act? No.
- 3A. Whether the Model Standing Orders are applicable to the second party? Even if applied no relief.
4. (a) Is the second party entitled to reinstatement with effect from 21st December, 1982? No.
(b) What directions about wages and other consequential benefits None
5. What amount if any, is the second party entitled to by way of compensation for illegal refusal of employment to him? Not entitled
6. Relief and costs? No relief.

10. The first contention raised by Shri Padmanabhan is that, at the time of retirement of his father there was an assurance given, that he would be given employment in case his father vacated the quarters. In the cross-examination, he has stated that one Shri Mukundan an Officer had assured his father to arrange for his son's employment. He did not know whether Shri Mukundan had authority to employ workmen. He states in para 3 of his affidavit, that Shri Mukundan had discussed the financial problems with his father after his retirement, and had asked his father to vacate the quarters which he had in possession, and assured that in case his father vacated the quarters, his son would be offered job. Accordingly his father vacated the quarters in 1979 and thereafter he was offered a job in 1979, that of a loader. It is to be noted that a person after retirement, is required to surrender the quarters allotted to him, by the Corporation, and, there was no question of his continuing in that quarters, and therefore, there was no reason whatsoever to make such an offer to him. Even otherwise, I do not think that he can raise such an issue in this proceeding. The Management has stated that his case was considered on extreme compassionate grounds and was offered some employment, and that was however, supported by certain orders issued to him, and they have been produced on record by the Management. They go to show that he applied for job and thus he was employed by the Corporation as and when required. In the application, he does not mention that any such assurance was given by any one on behalf of the Corporation, that if his father vacated the premises, he would be provided employment. Another application for employment is also produced, and that is dated 27th August, 1979. Here again, he makes the same request. Thereafter, there are orders of appointment, which clearly show that he was appointed for a specific period only. His last appointment order is dated 9th December, 1982, it is as a cleaner with effect from 24th November, 1982 till 20th December, 1982. These orders

also show that his appointment was to a specific cadre and on temporary basis for a specific period. It is his contention that he should have been absorbed as a permanent employee. In the course of his cross examination, he admitted that in any one cadre, he worked on temporary basis only for the period mentioned in the appointment letter. In the circumstances, it is difficult to accept that he was a regular employee employed on permanent basis. He further contended that his juniors have been absorbed for regular employment. However, there is no evidence in support of that, and it will not be possible to accept his bare word in that behalf.

11. He in the course of the affidavit stated that he was not given 3 months' notice in writing, nor any notice pay in lieu thereof, nor was he given any retrenchment compensation and as such the action of the Management is illegal and bad in law. He also contended that necessary permission of the appropriate Government was also not obtained before retrenching his services. To be eligible for the protection of Section 25 of the Act, it is to be shown that he was in continuous service for one year, and continuous service has been defined under Section 25(B) of the Act. As per this provision, he ought to have worked for not less than 240 days during the 12 calendar months preceding the date with reference to which calculation is to be made. In this case, there is also no material to show except his allegations that he has worked for 240 days in the preceding 12 calendar months. In para 4 of his written submission he has stated that he had worked for 182 days in the year 1982. If that be so, that period falls short of 240 days and in that case he will not be entitled to the protection claimed by him. Since he has not put in 240 days of service in any one year, he was not in continuous service for one year to get the protection of Section 25(F), 25(G) or 25(N) of the Act. Therefore, there can be no cause for a grievance against the Management for not complying with the provisions of Section 25-F of the Act.

12. In the course of his cross examination, he stated that the basis for his grievance is that he was not provided permanent employment after the retirement of his father. He says, "I had applied for regular employment, and it was rejected". There is no obligation on the part of the Management to provide permanent job to a dependent of a retired employee.

13. He then stated in his affidavit that he was not given notice in writing or any compensation in lieu thereof. As I already pointed out, he was employed only for a specific period, and that he has not shown that he is entitled to such a notice or compensation.

14. As a matter of fact, the issue referred is whether the Management's action in not considering Shri Padmanabhan for employment against future vacancies is justified. All the same, in the statement of claim, several other expects are sought to be introduced and therefore deal with in the written statement and it has led to the framing of certain issues. One of the issues is whether the Model Standing Orders are applicable to the second party. The management contends that the employees are governed by the Air India Employees' Service Regulations, framed under the Air Corporations Act, 1953. In my opinion, it is not necessary to deal with the issue, because the fact remains that he was not a permanent employee and appointed on casual basis first as a loader and thereafter as a cleaner on temporary basis. The question of termination of services is not a matter in issue, because the reference is not made for adjudication of such an issue. Even then Shri Padmanabhan has contended that:

"The second party states that in the circumstances... and I am covered by the provisions of the Air India Employees' Certified Standing Order Act, 1946 and Model Standing Orders framed thereunder."

He has further stated that the Certifying Officer appointed under the Industrial Employment Standing Order Act, 1946 has framed the Certified Standing Orders for the workmen of the Corporation. So far as the Standing Orders are concerned I find that the Rules framed thereunder deal with termination of employees, and it is seen from Rule 13, that sub-clause (2) speaks of temporary workmen's termination and specifically states that he is not entitled to any notice

or pay in lieu thereof, if his services are terminated. However, if it is a case of termination as a punishment, obviously, the rules provide for an opportunity being given to him to explain the charges of misconduct. I therefore, find that there is no merit in this contention, that if the Standing Order notifies his termination is bad. In para 7, he has stated that he had put in 240 days of un-interrupted service. However, I have come to the conclusion that he has not shown that he has put in 240 days of work as alleged by him. In the circumstances, there is no merit in this contention also.

15. It is contended that his case is governed by the Model Standing Order, and he relies upon clause 4(C) of the Model Standing Order. On behalf of the Management, it is denied that the Model Standing Orders applied. Even assuming that they are applicable, he is not a permanent, nor a temporary workman who has put in 240 days of continuous service during a period of 12 calendar months immediately preceding the date. I have already stated that he was employed only for specific period and that he has not put in 240 days of service in any one of the years. Therefore, the point has to be answered against him on that count also.

16. Reference is disposed off, and award is accordingly made.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 21 मार्च, 1994

का.आ. 869.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीग्राफ ट्रैफिक अम्बाला कैंट के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-94 को प्राप्त हुआ था।

[सं० एल-40012/88/91-आई आर (डी यू) पार्ट]
के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st March, 1994

S.O. 869.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telegraph Traffic, Ambala Cantt. and their workmen, which was received by the Central Government on 18-3-94.

[No. L-40012/88/91-IR(DU) (Pt.)]
K. V. B. UNNY, Desk-Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 170/91

Paley Ram Vs. Telegraph Traffic.

For the workman.—Shri B. R. Prabhakar.

For the management.—Shri Arun Walia.

AWARD

Central Government vide Gazette Notification No. L-40012/88/91-I.R.(D.U.) dated 12-11-1991 issued

U/S 10(1)(d) of Industrial Disputes Act 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Telegraph Traffic, Ambala Cantt in terminating the services of Sh. Paley Ram, part time sweeper, w.e.f. 21-9-90 was justified? If not, to what relief the workman is entitled to?

2. Case of the petitioner as set out in the statement of claim that he served as part-time sweeper in the office of Sr. Supdt. Telegraph Traffic Ambala Division for the period 4-6-1982 to 30-9-1990. His work and conduct during the stay was quite satisfactory and there had been no complaint against him what-so-ever. His services were terminated abruptly on 1-10-1990 without any charge sheet, show cause notice and without holding any domestic enquiry. The only reason assigned for his termination is that anti-reservationists had burnt the office of the respondent on 21-9-1990 and as such his services are no more required although the entire strength was kept on roll and shifted to new premises. He, therefore, alleged that the termination of his services is illegal, void and against the principle of natural justice and provisions of Industrial Disputes Act 1947. He has thus sought reinstatement with full back wages and seniority. He has stated to have remained unemployed during the period of his termination.

3. The management in their written statement has taken the stand that the petitioner was serving as part time safaiwala in the office of Sr. Supdt. of Telegraph Traffic Ambala w.e.f. 4-6-1982 for 1½ hours @ Rs. 141-00 plus D.A. as admissible from time to time. He worked till 21-9-1990. Office of the Sr. Supdt. Telegraph Traffic was burnt by anti reservation agitation mob and thereafter office was shifted to C.T.O. building where three regular safaiwalas were already working. Therefore, part time services of the petitioner were terminated w.e.f. 21-9-1990. The petitioner since working on part time safaiwala his case is not covered under the Industrial Disputes Act 1947. Further plea of the management that the building of office of Sr. Supdt. Telegraph Traffic Ambala is under construction and his case for re-employment as safaiwala on contract basis will be considered and thus the management sought the dismissal of this reference.

4. Replication was also filed reasserting the same facts as claimed in the statement of claim.

5. The petitioner filed his affidavit Ex. W-1 in evidence. In cross-examination he admits that after his termination some time he used to work on daily wages basis and some time remained unemployed. MW1 Sawarn Chand Sr. Supdt. Telegraph Traffic Ambala is the management's witness. He filed his affidavit Ex. M1 in evidence. He also relied on the document Ex. M2 the office order. He admit in cross-examination that junior to the petitioner were already working in the division when the petitioner was removed from service. He also admits that during the agitation all the staff had been working but only services of the petitioner were terminated. He also admits that divisional office as well as telegraph office is situated in the same building. The respective parties closed their evidence.

6. I have heard both the parties, gone through the evidence and record.

7. Counsel for the management mainly resist on the ground that the petitioner was only a part time sweeper, and therefore, he can not be taken to be a 'workman' under the Industrial Disputes Act 1947 and reference is not competent. However contention of the representative of the petitioner is that even a part time employee is a 'workman' as defined in the Act and as such provisions of the Act is squarely applicable to him and he is entitled to protection there under. After perusing both the aspects the contention raised by the management is meritless. It is true that the petitioner was only a part time safaiwala. However clinching question before this Court is whether part time worker is a 'workman' as defined under the Act. The definition of 'workman' is given in Section 2(s) of the Industrial Dispute Act. A plain reading of the definition makes it abundantly clear that in order to render a person 'workman' what is required is that he should be employed in any industry to do any manual, skilled or unskilled etc. work for hire. The definition as given in the Act does not make any distinction between a full-time employee and a part time employee. It does not lay down that only a person employed for full time will be taken to be a workman and that one who is only a part time employee should not be taken to be a workman. What is required is that the person should be employed for hire to discharge the work manual; skilled or unskilled etc. in an industry. If this test is fulfilled, a part time employee will also be a workman as is a full time employee. The matter was also considered in State of Assam Vs. K. C. Dutta reported in 1968(1) L.L.J. page 288 wherein it was observed that even a part time employee was a civil servant for the purpose of Article 311(2) of the Constitution and it was held that a part time employee can be taken to be a civil servant, a part time employee in a industry should then also be taken to be a workman under the Act. Similarly in case P. N. Gulati Vs. Labour Court reported in 1978(2) L.L.J. page 46, a doctor was employed in industry for rendering medical aid to its employee on a part-time. The question arose whether he should be taken to be a workman or not. It was held by the division bench that though the doctor was employed on part time, she was still a workman as defined in the Act. Similar view was taken in Govindhai Kanabhai Maru Vs. N. K. Desai 1988 Lab. I.C. 505. The question arose whether a part time servant doing the work of a sweeper should or should not be taken to be a workman under the Act. It was held as under :

“This Court is in respectful agreement with the said judgement of the Division Bench. The definition of workman in the Act is couched in sufficiently wide terms so as to include even the part time employees who have been in service over a long period. Therefore, it is held that the present petitioner falls within the definition and he should be treated as workman under the Act.

Therefore, no dispute is left with the definition of workman as given in Section 2(s) of the Act is comprehensive and wide enough to include even a part

time employee. Thus the petitioner even a part time employee is governed the definition of workman as given in Section 2(s) of the Industrial Disputes Act 1947 and the present reference is competent.

8. Examined from another angle also the management in their own admission as enumerated in written statement as well as in the affidavit of the management's witness MW1 Swarn Chand Sr. Supdt. the petitioner had worked for the period of more than 8 years from 4-6-1982 to 21-9-1990. Thus it is implied that he had completed more than 240 days of continuous service prior to the date of termination as defined in Section 25-B of the Industrial Disputes Act 1947. Therefore, he qualify himself under the protection of Section 25-F of the Industrial Disputes Act 1947. It was mandatory for the management to have served a notice or to have given the pay in lieu of notice and retrenchment compensation before terminating his service to the petitioner. However the management as evident from the cross-examination of MW1 Swarn Chand admittedly had not paid the retrenchment compensation and pay in lieu of notice before terminating the services of the petitioner. Thus the management has violated the provisions of Section 25-F of the Industrial Disputes Act 1947.

9. The matter does not rest here. Admittedly the juniors to the petitioner were also retained at the time of terminating the services of the petitioner attracting the violation of Section 25-G of the Industrial Disputes Act 1947.

10. In view of the discussions made in the earlier paras, the termination of the services of the petitioner is certainly illegal. He is thus ordered to be reinstated with all consequential benefits.

11. Coming to the issue of payment of back wages, he has stated in the cross-examination that after the termination some time he used to work on daily wage basis and some time he remained unemployed. Considering all the aspects, the petitioner is thus allowed 75 per cent of the backwages from the date of termination till his reinstatement.

12. In a way reference is answered accordingly and sent to the Ministry.

Chandigarh,
2-3-1994.

Sd/-

ARVIND KUMAR, Presiding Officer
Central Govt. Industrial Tribunal-cum-Labour
Court, Chandigarh.

नई दिल्ली, 21 मार्च, 1994

का.आ. 870.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार श्री बी एम बी, भाखड़ा मेकेनिकल डिवाजन, नांगल टाउनशिप के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-94 को प्राप्त हुआ था।

[सं. एल-42012/149/90-आई आर (डी यू) पार्ट]
के.बी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 21st March, 1994

S.O. 870.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of B.B.M.B., Bhakra Mechanical Division, Nangal Township and their workmen, which was received by the Central Government on 18-3-94.

[No. L-42012/149/90-IR (DU) (Pt.)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING
OFFICER, CENTRAL GOVT., INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,

CHANDIGARH

Case No. I.D. 24/91

Pawan Kumar Vs. Bhakra Beas Management
Board.

For the workman.—Shri R. K. Singh

For the management.—Shri C. Lal

AWARD

Central Govt. vide gazettee notification no. L-42012/149/90-I.R. (D.U.) dated 18-2-1991 issued U/s. 10(1) (d) of Industrial Disputes Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Executive Engineer, Bhakra Mechanical Division, Nangal Township in terminating the services of Sh. Pawan Kumar S/o Shri Amar Nath, w.e.f. 31-7-89 (AN) is justified ? If not, to what relief the concerned workman is entitled to and from what date ?"

2. Case of the petitioner as set out in the statement of claim that he was employed as daily wages of skilled mazdoor in the Bhakra Mechanical Division since 11/86. He had been continuously employed in the various sub divisions. His services were terminated w.e.f. 31-7-1989 without following the procedure laid down in the Industrial Disputes Act 1947. He was neither charge sheeted nor any enquiry was conducted before terminating his services. He further alleges that the retrenchment compensation which is pre-condition to the termination and one month notice prior to his termination as required U/s 25-F(a) and 25-F (b) of the Industrial Disputes Act has not been complied with and as such termination of services is illegal, void and bad in law. He also alleges violation of Section 25-G having retained his juniors namely Manjit Singh, Girdari Lal, Pancham Ram, Sunil Kumar, Ram Murti and Iqbal Nath as they were employed in the month of May 1989 whereas he is continuous service since 11/86. He also alleges violation of Section 25-H for having recruited fresh hands after his termination. He has thus sought reinstatement with heavy cost.

3. The management resisted the claim of the petitioner. In the written statement the management has taken the plea in the preliminary objection that the management had started maintaining the seniority w.e.f. 4/88 as per directions given by the Hon' Himachal Pradesh High Court in Ram Piari and others Vs. BBMB. On merits the plea of the management that the petitioner was employed on daily wages as skilled mazdoor in December 1986. He worked during May 1986 and June 1986 for 28 days and 12 days as per requirement in the field as special job. However the management admits the petitioner having worked from July 1988 to July 1989 in Bhakra Mechanical Divn. intermittently. Further stand of the management that the services of the petitioner were retrenched on the completion of the special job after observing the provisions of Industrial Disputes Act 1947. A sum of Rs. 285 on account of retrenchment compensation was offered for which the petitioner refused to accept. Further plea of the management that the seniority list of daily rated skilled workers has been maintained and circulated amongst the workers. The petitioner's name figure at serial No. 33. The services of the junior workmen have retained in accordance with the seniority maintained in the division. Manjit Singh stand at serial No. 9 in the seniority list and quite senior to the petitioner. Other workmen mentioned by the petitioner are no more in the service except Pancham Ram and Girdhari Lal who are working in separate category of unskilled labour and their rate of pay are quite different to that of skilled labour. The petitioner was served with one month notice on 30-6-1989. The petitioner and others were directed to collect the retrenchment compensation vide letter dated 1-8-1989. Further plea of the management that as per the field requirements, the services of the petitioner was recalled on 11-4-1991 and he is still in service and has appointed in the regular post and thus sought the dismissal of the reference.

4. Replication was also filed reasserting the same facts as claimed in the statement of claim and stress was laid for reinstatement with back wages.

5. The petitioner filed his affidavit Ex. W1 in evidence. He also relied on the documents Ex. W2 to W-4. The management got proved the documents Ex. M1 and M2. MW1 M. L. Bangar SDO is the management's witness. He filed his affidavit Ex. M3 in evidence. He admits in cross-examination that the petitioner was not paid retrenchment compensation and pay in lieu of notice on 31-7-1989 however letter was got written only on 1-8-1989 to the SDO vide Ex. M2.

6. I have heard both the parties, gone through the evidence and record.

7. Representative of the petitioner has argued that the petitioner was not paid retrenchment compensation which is precondition as laid down in Clause (b) of Section 25F of the Industrial Disputes Act 1947 & therefore, his termination is illegal and bad in law. There is sufficient force in this contention. It is implicit in the provision in Section 25-F that it confer a right on the workman to receive retrenchment compensation or Clause (b) lays down that as precondition to retrenchment, a workman should be paid

compensation at the time of retrenchment. The object the legislature had in mind in making this condition obligatory and in making it as a condition precedent was to partially redress the hardship caused by the retrenchment. If, therefore no retrenchment compensation is paid to the workman before they are asked to go, the retrenchment order is bad, invalid and inoperative in law. Similarly in the present case admittedly Ex. M1 is the retrenchment notice to the petitioner dated 30-6-1989. It states that due to reduction in work of Bhakra Mechanical Division, Nangal, Township, his services will no longer be required in his division w.e.f. 31-7-1989 (AN). This one month notice does not speak anything with regard to the payment of retrenchment compensation. Admittedly it is only on 1-8-1989 the Executive Engineer had written to the SDO indicating the name of 18 persons whose services stand retrenched w.e.f. 31-7-1989 be directed to collect the amount of their retrenchment compensation and pay for July 1989. This offer is subsequent to the retrenchment is no offer. When the services of the petitioner had already been retrenched w.e.f. 31-7-1989 the petitioner for obvious reason would not visit thereafter to know the fate of the payment of notice pay and retrenchment compensation after his retrenchment. The offer or tender must be well within time so that workman must be in a position to receive payment. A mere invitation after termination to go over and receive the amount cannot be treated as tender. I am supported by the view taken in National Iron and Steel Co. Vs. Third Industrial Tribunal reported in 1964 (1) L.L.J. page 525 where in the employer called upon to retrenched workmen to receive the payment following their retrenchment and notice to this effect was posted on that very day when the retrenchment was to take effect and the workmen were asked to call at the office for receiving the payment either on the same day or in subsequent date, there was little chance for the workmen to receive the letter on that day and call for payment. The notice really amounted to call to receive payment subsequent to retrenchment, the said offer to make payment being bad in law, the order of retrenchment consequently was held to be incompetent. This view is also consistent with the subsequent holding of the Supreme Court in National Iron and Steel Co. Ltd. Vs. State of West Bengal 1967 (ii) L.L.J. page 23 wherein the Supreme Court held that the fact the employer had asked the workman to collect his dues from the cash office during the working hours was not sufficient compliance of the requirement of tender or offer to pay compensation as it was incumbent upon the employer to pay to the workman such compensation and it was observed that if the workman was asked to go forthwith, he had to be paid at the time when he was asked to go and could not be asked to collect his dues afterwards. Similarly in the present case notice Ex. M2 is dated 1-8-1989 when the services of the petitioner had already been retrenched w.e.f. 31-7-1989 really amounted to call to receive payment subsequent to retrenchment and therefore, order of retrenchment is certainly in violation of clause (b) of Section 25-F of the Industrial Disputes Act and is incompetent and void ab initio entitling the petitioner with reinstatement with all benefits.

8. Question of reinstatement does not remain an issue in the present case having after being given

subsequent employment w.e.f. 11-4-1991 and made regular w.e.f. 3-4-1992. Question thus remain is payment of back wages. The demand notice is not much delayed. It is, therefore, ordered that the petitioner shall be entitled to the full back wages from the date of termination i.e. 31-7-1989 till his reinstatement i.e. 11-4-1991.

9. In a way reference is answered accordingly and returned to the Ministry.

Chandigarh.
22-2-1994

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 21 मार्च, 1994

का.आ. 871—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मलाप हाट्टी इलेक्ट्रिक प्रोजेक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-94 को प्राप्त हुआ था।

[मं. एल-42011/63/86-डी 2 (बी) (भाग)]
के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st March, 1994

S.O. 871.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Salal Hydro Electric Project and their workmen, which was received by the Central Government on 18-3-1994.

[No. L-42011/63/86-D.II(B) (Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 31/88

Bal Krishan Vs. Salal Hydro Electric Project.
For the workman.—Shri V. P. Aiary.
For the management.—Shri V. K. Gupta.

AWARD

Central Govt. vide Gazettee Notification No. L-42011/63/86-D-2(B) dated 22nd July 1989 issued U/S 10(1) (d) of the Industrial Disputes Act 1947, 779 GI/94—6.

referred the following dispute to this Tribunal for adjudication :

"Whether the action of General Manager Salal Hydro Electric Project in ignoring for promotion of Shri Bal Krishan and promoting his junior justified. If not what relief the workman concerned entitled to and from which date ?"

2. Present case is fixed for arguments. However representative of the petitioner has made a statement that he withdraw the present reference. No dispute award be returned. In view of the statement made by the representative of the petitioner, no dispute award is returned to the Ministry.

Chandigarh.
Camp at Jammu.
28-1-1994.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 21 मार्च, 1994

का.आ. 872.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल डेरी रिसर्च इंस्टीट्यूट, करनाल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-94 को प्राप्त हुआ था।

[मं. एल-42012/286/90-आई आर (डी यू) (भाग)]
के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st March, 1994

S.O. 872.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of National Dairy Research Instt., Karnal and their workmen, which was received by the Central Government on 17-3-1994.

[No. L-42012/286/90-IR(DU) (Pt.)]
K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 64/91

Gopal Chander Vs. N.D.R.I.

For the workman.—Shri R. K. Chopra.
For the management.—Shri D. S. Virk.

AWARD

Central Government vide Gazette Notification No. L-42012/286/90-I.R.(D.U.) dated 3-6-1991 issued U/s. 10(1) (d) of Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of the National Dairy Research Institute, Karnal in terminating the services of Shri Gopal Chander, Security Supervisor w.e.f. 17-1-90 without complying with Section 25-F of the I.D. Act is justified? If not, what relief the concerned workman is entitled to and from what date?”

2. Case of the petitioner as set out in the statement of claim is that he was appointed as security supervisor on 19-4-1989 on the basis of interview held on 27/28th March, 1989. He was given further extensions from time to time for the period of two months, then three months and thereafter for another three months wide extension orders dated 9-5-1989, 11-7-1989 and 18-10-1989. In this way he had completed uninterrupted service for a period 259 days. His work and conduct was good throughout. His services were terminated w.e.f. 17-1-1990 without assigning any reason. His termination is illegal having the management not complied with the provisions of Section 25-N and Section 25-F of the Industrial Disputes Act, 1947 having not paid retrenchment compensation and notice pay despite he had completed more than 240 days continuous service. He also alleged violation of Section 25-H having the management employed one security supervisor after his termination of service. He further alleges that the post on which he was working is still in existence. He has thus sought the termination order quashed and he be reinstated into service with all consequential benefits.

3. The management has taken preliminary objection that the present petition is abuse of process of Court and the same is not maintainable. On merits the plea of the management that the petitioner was called for interview for the post of security officer on 27-3-1989 and was not selected. However on his request he was appointed in leave vacancy in the scale of Rs. 1400-2300 on 19-4-1989. Thereafter he remained in service for 259 days without break in the following manner :

Orders of Adhoc

Appointment or extension : Period of rendered service

F. 1-109/89-E.II(T)-52/C	Dt. 19.4.89	19.4.89 to 2.5.89
-do- 396-72	Dt. 10.5.89	3.5.89 to 2.7.89
-do- 615-18	Dt. 11.7.89	11.7.89 to 10.10.89
-do- 285-88	Dt. 18.10.89	11.10.89 to 17.1.90

The petitioner stood relieved on 17-1-1990. The services of the petitioner was on adhoc basis with breaks so there was no need for any notice, retrenchment compensation notice pay with termination letter.

The management also admits that the post is still in existence. The management thus sought the dismissal of this reference.

4. Replication also filed reasserting the claim made in the claim petition.

5. The petitioner filed his affidavit Ex. W1 in evidence. He also relied on the documents Ex. W2 to W7. The management got proved the document Ex. M1. MW1 J. K. Kewalramani senior admn. officer is the management's witness. He filed his affidavit Ex. M2. He admits in cross-examination that the post had existed but the petitioner had earlier been discontinued and given re-employment from time to time for specific period.

6. I have heard both the parties, gone through the evidence and record.

7. The main question is to be examined in this case is whether termination of services of the petitioner amounts to retrenchment within the meaning of Section 2(oo) of the Act and whether there is violation of Section 25-F of the Industrial Disputes Act, 1947. Arguments of the respondent management is that Section 2(oo)(bb) clause is applicable to the facts of the present case being the employment of the petitioner was for specific period, therefore, it is not a case of retrenchment. There is no force in this contention. Sub clause (bb) to clause (oo) of Section 2 of the Act is effective from 18-8-1984. It provides that the termination of the service of a workman as a result of non-renewal of contract of employment between the management and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein constitute retrenchment. The said sub-clause (bb) is an exception which must be interpreted narrowly. Of course, the intention of the Parliament in enacting sub-clause (bb) to clause (oo) of S.2 of the Act was to exclude certain categories of workers from the definition of “retrenchment”. But, there is nothing in sub-clause (bb) which enables an unscrupulous employer to terminate the service of the workers on the ground of non-renewal of their contract even when the work for which they were employed subsists. The exception as contained in sub-clause (bb) will have to be strictly construed and clause (bb) should be made applicable only to such cases where the work ceases with the employment or the post itself ceases to exist. Clause (bb) cannot be made applicable to a case when the employer resorts to contractual employment as a device to simply take it out of clause (oo) of S.2 of the Act notwithstanding the fact that the work for which the workman are employed continues or the nature of duties which the workman was performing are still in existence. The nature of employment will have to be determined with reference to the nature of duties performed by the workman and type of job the workman was entrusted with. If the workman is engaged to do a particular job which may enable him to do actual work for more than 240 days in twelve calendar months, such employment would be covered by the amended sub-clause because the employment comes to an end with the completion of the work. A stipulation in the contract that the employment would be for a

special period or till completion of the work may also fall within the scope and ambit of this sub-clause. But if the employer resorts to contractual employment as a device to simplify it out of the principal clause (oo) irrespective of that the work continues or the nature of duties which workman was performing are still in existence, such contractual engagements will have to be tested on the anvil of fairness, propriety and bona fides.

8. Coming to the present case the initial appointment of the petitioner on the post of security supervisor was the period from 19-4-1989 to 2-5-1989 against leave vacancy of Om Dutt technician, who had proceeded to avail LTC vide Ex. W-2 dated 19-4-1989. Ex. W-3 is the office order dated 9-5-1989 wherein the petitioner was ordered to be appointed in the post of security supervisor (auxiliary) for the period of two months w.e.f. 3-5-1989 on ad hoc basis. The petitioner was further subjected to two further extensions of three months each vide Ex. W-4 and W-5 dated 11-7-1989 and 18-10-1989 respectively and thereafter petitioner stood relieved on 17-1-1990 vide order dated 17-1-1990 Ex. W-6. During the period of extensions the petitioner had completed more than 240 days till the date the petitioner stood relieved. Admittedly post had still existed and no new regular incumbent had joined MW! J.K. Kewal Ramai, Senior Admn. Officer admits that the post had still existed. He was examined on 8-9-1992. There is no evidence that till date any regular incumbent had joined. Thus it is established that the day the petitioner was relieved from the service, the work had already existed and no regular incumbent was likely to be joined in near future. In that situation it was obligatory on the management and right of the petitioner to have continued in service till the joining of the new incumbent and action of the management relieving the petitioner certainly is to doubt as malafide. I am supported with the view taken in Balbir Singh Vs. Kurukshetra Central Co-op. Bank Ltd. 1990(1) LLJ 443. While dealing with the scope of Section 2(oo) (bb) of the Industrial Disputes Act, 1947 has held as follows :

"In fact clause (bb), which is an expression, is to be so interpreted as to limit it to cases where the work itself has been accomplished and the agreement of hiring for specific period was genuine. If the work continues the non-renewal of the contract on the face of it has to be dubbed as malafide. It would be fraud in law if it is interpreted otherwise."

9. The matter does not rest here. As held in Kurukshetra Central Co-op. Bank Ltd. Kurukshetra Vs. State of Haryana reported in 1993 (1) S.C.T. page 109 and Haryana State Federation of Consumer's Co-op. Wholesale Store Ltd. Vs. Presiding Officer, Labour Court, Chandigarh reported in 1992(1) S.C.T. page 697, the provisions of sub-section 2(oo)(bb) are to be read alongwith Section 25-F of the Industrial Disputes Act, 1947. When the management allows the workman to continue in service with notional breaks after the workman had put in 240 days in 12 months, it amounts to unfair labour practice, if his service is terminated. In that case, Section 25-F(ii) of the Act would cover the case and the workman 779 GI/94-7.

would be entitled to retrenchment compensation if services are to be terminated. Similarly in the present case the petitioner had completed more than 240 days during his tenure of employment and therefore, there is no difficulty in coming to the conclusion that the termination of the services of the petitioner despite having existence of work amounts to retrenchment within the meaning of Section 2 (oo) of the Act. Admittedly the requirement of Section 25-F have not been complied with by the respondent management by paying retrenchment compensation to the petitioner before the termination of his service. Hence order of termination of service is bad in law and liable to be set aside. Consequently the petitioner is ordered to be reinstated in service with all consequential benefits and back wages. The ratio of case of K. Rajenderan Vs. Director P&E Corporation of India Ltd. reported in 1992(1) Lab. I.C. page 909 is followed.

10. In a way reference is answered and returned to the Ministry.

Chandigarh.
24-2-1994

ARVIND KUMAR, Presiding Officer.

नई दिल्ली, 21 मार्च, 1994

का.आ. 873.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जयपुर नागौर आंचलिक ग्रामीण बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-94 को प्राप्त हुआ था।

[सं० एल-12012/63/89-आई आर बी-III/ आई आर बी-I]
एस.एस.के. राव, डेस्क अधिकारी

New Delhi, the 21st March, 1994

S.O. 873.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jaipur Nagaur Anchalik Gramin Bank, S. Madhopur and their workmen, which was received by the Central Government on the 16-3-1994.

[No. L-12012/63/89-IRB, III/IRB. I]
S. S. K. RAO, Desk Officer.

केन्द्रीय औद्योगिक न्यायाधिकरण जयपुर

केस नं. सी. आई. टी. 43/1991

रेफरेंस : भारत सरकार श्रम मंत्रालय नई दिल्ली का आदेश क्रमांक एल-12012/198/91-आई आर./बी दिनांक 19-8-1991
बिरधी चंद सैन पुत्र श्री बन्नी सैन, द्वारा संतोष भटनागर 18, अर्जुनपुरी ईमलीवाला फाटक, जयपुर।

प्रार्थी

बनाम

अध्यक्ष, जयपुर नागौर आंचलिक ग्रामीण बैंक 56,
सरदार पटेल मार्ग, जयपुर।

अप्रार्थी

उपस्थित

माननीय न्यायाधीश श्री शंकर लाल जैन, आर०एच०ज०एस०

प्रार्थी की ओर से : श्री संतोष भटनागर

अप्रार्थी की ओर से : श्री एस. सी. जैन

श्री अशोक मेहरा

दिनांक/अवार्ड : 2-12-1993

अवार्ड

भारत सरकार, धर्म मंत्रालय, नई दिल्ली ने अपने
उपरोक्त आदेश क्रमांक के जरिये निम्न विवाद इस
न्यायाधिकरण को वास्ते अधिनियम औद्योगिक विवाद
अधिनियम, 1947, जिसे तत्पश्चात् अधिनियम संशोधित
किया है की धारा 10 (1) (घ) के अन्तर्गत प्रेषित किया है :

"Whether the action of the management of Jaipur
Nagaur Anchalik Gramin Bank, Jaipur in terminating
the services of Shri Birdhi Chand Sen, daily rated
worker, working on part time basis, w.e.f. 9-6-83 is
justified, legal and proper? If not, to what relief the
workman is entitled to?"

2. प्रार्थी ने स्टेटमेंट ऑफ फैक्ट्स दिनांक 30-9-91
को प्रस्तुत कर प्रकट किया कि उसे दिनांक 1-5-81 को
निम्हेड़ा शाखा व्यवस्थापक अप्रार्थी से चतुर्थ श्रेणी कर्मचारी
के पद पर नियुक्त किया था। उसने पूरी लगन के साथ
व ईमानदारी से कार्य किया किन्तु अचानक प्रार्थी को दिनांक
9-6-83 को तत्कालीन शाखा व्यवस्थापक ने काम देने से
रुका कर दिया कि अध्यक्ष महोदय के आदेशानुसार हम
आपको सेवामुक्त कर रहे हैं। प्रार्थी कहता है उसे यह
आश्वासन दिया कि उसका समस्त रिकार्ड प्रधान कार्यालय
मेजा है तथा वहाँ से आदेश प्राप्त होते ही आपको स्थाई
कर्मचारी के रूप में नियुक्ति दे दी जाएगी। इसके बाद यह
निरन्तर शाखा में संचालित होता रहा किन्तु उसे आश्वासन
ही दिये जाते रहे। दिनांक 5-12-84 को श्री सूरजमल वर्मा
शाखा प्रबंधक से उसे सेवा अवधि का प्रमाण पत्र
भी दिया किन्तु उसकी नियुक्ति के संबंध में कोई कार्यवाही
नहीं की गई। प्रार्थी ने तब दिनांक 7-2-90 को सहायक श्रम
आयुक्त (केन्द्रीय) के यहां विवाद प्रस्तुत किया किन्तु वार्ता
असफल होने के कारण यह विवाद न्याय निर्णय हेतु इस
न्यायाधिकरण को पठाया गया। प्रार्थी कहता है कि सेवा
मुक्ति से पूर्व न तो उसे कोई आरोप पत्र दिया न ही उसके
खिलाफ कोई जांच की गई उसे कोई एक माह का नोटिस,
नोटिस के एवज में एक माह का वतन व छुट्टी मुआवजा भी सेवा
मुक्ति से पूर्व नहीं दिया गया। उससे कनिष्ठ व्यक्ति अब भी
विपक्षी संस्थान में कार्यरत हैं। इस प्रकार धारा 25 एफ,
जी व एच अधिनियम तथा औद्योगिक विवाद नियमावली

के नियम 77 व 78 का भी उल्लंघन किया गया है।
इसकी सेवा मुक्ति सर्वथा अनुचित व अवैध है। अतः प्रार्थना
है कि उसके सेवा मुक्ति आदेश दिनांक 9-6-83 को अवैध
व अनुचित घोषित करते हुए उसे सेवा में बहाल किया जावे
तथा सेवा की निरन्तरता सहित सभी वेतन व लाभ दिलवाये
जावे।

3. अप्रार्थी ने क्लेम का प्रत्युत्तर दिनांक 17-3-92
को प्रस्तुत करते हुए प्रकट किया कि प्रार्थी को 1-5-91
से दैनिक वेतन भोगी कामगार के रूप में पार्ट टाइम कामगार
के रूप में रखा गया था। प्रत्येक दिवस जिस दिन प्रार्थी
कार्य पर आता था उससे चार घंटे ही काम लिया जाता था।
प्रार्थी स्वयं ही दिनांक 9-6-83 के बाद स्वेच्छा से काम पर
नहीं आया। अतः यह स्वीकार नहीं है कि उसे सेवामुक्त किया
गया हो। प्रार्थी द्वारा यह क्लेम सात वर्ष देराना प्रस्तुत करना
इस तथ्य को साबित करता है कि उसे सेवा मुक्त नहीं किया
गया न ही उसे किसी प्रकार का आश्वासन दिया गया तथा
इस संबंध में उसने शाखा अथवा प्रधान कार्यालय से कोई
पत्राचार भी नहीं किया था। जब प्रार्थी स्वयं ही कार्य पर
नहीं आया तो उसे आरोप पत्र आदि देने या उसके खिलाफ
जांच करने का प्रश्न ही पैदा नहीं होता दैनिक वेतन भोगी
कर्मचारी की सेवा प्रत्येक कार्य दिवस को समाप्ति पर ही
समाप्त हो जाती है ऐसी स्थिति में रीइन्स्टेटमेंट अथवा
कामया वेतन इत्यादि दिया जाना उचित नहीं है। अतः
प्रार्थी का क्लेम खारिज किया जावे।

4. प्रार्थी की साक्ष्य में उसने अपना स्वयं का हज़फनामा
प्रस्तुत किया है जिससे विपक्षी के प्रतिनिधि ने जिरह की
एवं प्रालेखिक साक्ष्य में प्रदर्श डबल्यु 1-प्रमाण पत्र प्रस्तुत
किया। विपक्षी की ओर से साक्ष्य में श्री शांतिलाल जैन को
परोक्षित कराया गया है।

5. तत्पश्चात् मैने पक्षकारान् के प्रतिनिधिगण की
बहुसंख्य विस्तारपूर्वक मुनरा, पत्रावली, पत्रावली पर उपलब्ध
सामग्री एवं विधि के सुसंगत प्रावधानों का ध्यानपूर्वक
परिशीलन किया है।

6. प्रार्थी के विद्वान् प्रतिनिधि ने अपनी दलीलों
के समर्थन में निम्न न्याय दृष्टान्तों का आश्रय लिया :

1. आर०एल०आर० 1991 (2) बान्यूम 151, पेज
158, ओरियेंटल बैंक अल्फ कामर्स बनाम प्रसाईडिंग धाफीसर,
सेन्दूल गवर्नमेंट इन्डस्ट्रियल ट्रिब्यूनल व अन्य।

2. लैब. आई. सी. पेज 811 एस०सी०एल०
राबर्ट डिसूजा बनाम एग्जीक्यूटिव इंजीनियर सदन रेलवे।

7. विपक्षी के विद्वान् प्रतिनिधि ने अपनी दलीलों
के समर्थन में निम्न न्याय दृष्टान्त प्रस्तुत किये :

1. 1987 आर.एल.आर. (पार्ट-2) पेज 690, महेश
चौधरी बनाम स्टेट ऑफ राजस्थान व अन्य।

2. 1982 लैब. आई. सी. पेज 811 (एस.सी.)
एल राबर्ट डिसूजा बनाम एग्जीक्यूटिव इंजीनियर।

8. प्रार्थी ने अपने शपथ पत्र में कथन किया है कि निम्हेड़ा शाखा व्यवस्थापक अप्रार्थी ने दिनांक 1-5-81 को चतुर्थ श्रेणी कर्मचारी के पद पर नियुक्त किया था और दिनांक 9-6-83 को अचानक ही उसे शाखा व्यवस्थापक ने काम देने से मना कर दिया। प्रार्थी का कथन है कि उसे लगातार आश्वासन दिया जाता रहा कि उसके तमाम सर्विस रिकार्ड इत्यादि प्रधान कार्यालय भेजे गये हैं और वहां से आदेश प्राप्त होते ही आपको स्थाई कर्मचारी के रूप में नियुक्ति दी जायेगी। जब प्रार्थी ने प्रधान कार्यालय में सम्पर्क किया तब उसे ज्ञात हुआ कि उसको नौकरी के विषय में कोई कार्यवाही नहीं की जा रही है और तभी उसने सहायक श्रम आयुक्त (केन्द्रीय) के यहां वर्ष 1990 में विवाद प्रस्तुत किया। वार्ता असफल होने पर केन्द्र सरकार द्वारा यह विवाद इस न्यायाधिकरण को निर्णयार्थ भेजा गया। प्रार्थी कहता है उसे सेवा मुक्त करने से पहले न तो कोई आरोप पत्र दिया और न ही कोई विभागीय जांच की थी। सेवा मुक्ति से पूर्व कोई एक सप्ताह का नोटिस, नोटिस पे अथवा छटनी मुआवजा विपक्षी द्वारा उसे नहीं दिया गया अतः उसकी सेवा मुक्ति धारा 25-एफ अधिनियम के प्रावधानों के खिलाफ की गई है। प्रार्थी ने अपनी जिरह में कहा है कि प्रदर्शन डब्ल्यू-1 प्रमाण पत्र शाखा प्रबन्धक श्री सूरजमल ने बिना मांगे दिया था। उक्त प्रमाण पत्र में यह स्पष्ट लिखा है कि श्री विरधीचंद सेन ने निम्हेड़ा शाखा में दैनिक वेतन भोगी श्रमिक के रूप में 1-5-81 से 9-6-83 तक कार्य किया। इससे स्पष्ट है कि प्रार्थी श्रमिक ने अप्रार्थी की निम्हेड़ा शाखा में एक कलैण्डर वर्ष में 240 दिवस से अधिक कार्य किया है। प्रार्थी ने यह भी कहा है कि उससे कनिष्ठ व्यक्ति अभी भी अप्रार्थी के यहां कार्यरत है तथा सेवा मुक्ति के समय को वरिष्ठता सूची जारी नहीं की गई। इस प्रकार धारा 25-एफ, जी व एच अधिनियम, 1947 तथा औद्योगिक विवाद नियमावली, 1957 के नियम 77-78 का उल्लंघन किया गया है। अप्रार्थी के साथी श्री शांतिलाल जैन ने जिरह में स्वीकार किया है कि उसने व्यक्तिगत रूप से श्रमिक को काम करते नहीं देखा अर्थात् उसे उसके विषय में व्यक्तिगत रूप से कोई जानकारी नहीं है। विपक्षी के साक्षी ने जिरह में यह भी स्वीकार किया है कि प्रार्थी को कोई नोटिस आदि नहीं दिया। अतः उपरोक्त विवेचन से यह तो प्रमाणित है कि प्रार्थी ने विपक्षी संस्थान में एक कलैण्डर वर्ष में 240 दिवस से अधिक कार्य किया और उसे सेवा मुक्त करते समय कोई नोटिस, नोटिस पे अथवा छटनी मुआवजा नहीं दिया गया।

9. अप्रार्थी के विद्वान प्रतिनिधि की मुख्य दलील यह थी कि प्रार्थी स्वयं ही काम पर नहीं आया अर्थात् स्वेच्छा से काम छोड़कर चला गया जबकि प्रार्थी ने जिरह में स्वीकार किया है कि वह श्री एम. एस. शर्मा, सूरजमल वर्मा, आर. के. जैन एवं लोचन शर्मा से मिला था कि मेरे नाम से कोई पत्र हैड आफिस से आया है कि नहीं। यह भी कहा है कि उसे जवाब यह आश्वासन दिया गया था

कि उसके डाक्यूमेंट्स हैड आफिस भेज दोगे। इससे प्रमाणित होता है कि प्रार्थी शाखा व्यवस्थापक के आश्वासन पर बार-बार उनसे सम्पर्क करता रहा अगर वह स्वयं नौकरी छोड़कर गया होता तो बार-बार सम्पर्क करने का प्रश्न ही नहीं उठता था। अतः विपक्षी के विद्वान प्रतिनिधि की यह दलील स्वीकार किये जाने योग्य नहीं है कि प्रार्थी स्वयं ही कार्य छोड़कर चला गया है।

10. उपरोक्त विवेचन से प्रमाणित है कि प्रार्थी विरधीचंद सेन ने अप्रार्थी के अधीन 1-5-81 से 9-6-83 तक निम्हेड़ा शाखा में दैनिक वेतन भोगी कर्मचारी के रूप में कार्य किया है। उसे सेवा मुक्त करने से पूर्व उसे कोई नोटिस, नोटिस पे एवं छटनी मुआवजा नहीं दिया गया। इस प्रकार धारा 25-एफ, जी व एच अधिनियम, 1947 एवं औद्योगिक विवाद नियमावली के नियम 77 व 78 का स्पष्ट उल्लंघन प्रमाणित हुआ है। अतः तथ्यों और विधि के उपरोक्त समस्त कारणों से इस निर्देश का अतिनिर्णय निम्न प्रकार किया जाता है :

“जयपुर नागौर आंचलिक ग्रामीण बैंक, जयपुर के प्रबन्धक द्वारा श्री विरधीचंद सेन, दैनिक वेतन भोगी कर्मचारी की सेवाएं दिनांक 9-6-83 से समाप्त किया जाना उचित एवं वैध नहीं है। उसे उसके पद पर नियोजित घोषित किया जाता है। चूंकि प्रार्थी ने यह विवाद काफी देरीना प्रस्तुत किया है अतः उसे पिछला बकाया वेतन नहीं दिलाया जाता, अवार्ड की तारीख से ही वह वेतन प्राप्त करने का अधिकारी होगा। अन्य समस्त लाभ जो भी वह प्राप्त करने का अधिकारी है उसे दिलाये जाते हैं।”

11. उपरोक्त आशय का अवार्ड पारित किया जाता है जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

जंकर लाल जैन, न्यायाधीश

नई दिल्ली, 21 मार्च, 1994

का. आ. 874.—औद्योगिक विवाद अधिनियम, 1947 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबन्धन के संबद्ध नियोजकों और उनके कार्यालयों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-94 को प्राप्त हुआ था।

[संख्या एन-12012/281/88 डी III (ए)/आई आर बी-1]

एस. एस. के. राव, डैस्क अधिकारी

New Delhi, the 21st March, 1994

S.O. 874.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala and their workmen, which was received by the Central Government on 18-3-94.

[No. I-12012/281/88] D.III(A) IR B.I.]

S. S. K. RAO, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 101/89

Malkiat Singh Vs. State Bank of Patiala

For the workman—Shri Ved Parkash Sharma

For the management—Shri N. K. Zakhmi

AWARD

Central Govt. vide Gazette Notification No. L-12012/281/88-D. III(A) dated 1st June, 1989 issued U/S 10(1)(d) of Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of Patiala in not giving an opportunity for further employment to Sh. Malkiat Singh, Peon as required under Section 25-H of the I. D. Act is justified? If not, to what relief, the workman concerned is entitled to?”

2. Case of the petitioner as set out in the statement of claim that he had worked as peon in Sector 22-D branch Chandigarh from 21-6-1982 to 31-7-1982. Thereafter he served in Sector 17C, Chandigarh from 10-11-1986 to 9-1-1987 from 15-1-1987 to 11-2-1987. He was employed against a permanent vacancy continued even after his termination. His work and conduct during the course of employment was quite satisfactory. He was never charge sheeted during the course of employment. His services were illegally terminated in violation of Sastri award para 495, 508, 516 and 522 read with Desai Award and Bipartite Settlement. The management employed large number of persons after termination of his service. He was not given re-employment, therefore, the management has violated the provisions of Section 25-H of the Industrial Disputes Act, 1947. He has stated to have remained unemployed throughout. He has thus sought reinstatement with all attending benefits.

3. The management in their written statement has taken preliminary objection that the reference is bad for non-joinder and mis-joinder of the parties. Further stand of the management that the petitioner never completed 240 days during the period of 12 calendar months preceding to date with reference

to which calculation is to be made. The case of the petitioner is not covered U/S 25-B read with Section 25-F, G and H of the Industrial Disputes Act, 1947. On merits the plea of the management that the employment of the petitioner was temporary from 21-6-1982 to 31-7-1982, 10-11-1986 to 9-1-1987 and 15-1-1987 to 11-2-1987. He was engaged for specific period and his contract was never renewed after expiry of specific period. Therefore, non-renewal of contract thus not amount to retrenchment, thus there is no violation of Section 25-F of the Industrial Disputes Act, 1947. Further plea of the management that in order to afford opportunity the bank had invited applications through leading newspaper and Bank's circular No. PER/103 of 1985. The persons who has applied in response to Newspaper's advertisement were interviewed in February 1986. They were empanelled in order of merits and appointment to more than 200 persons out of that had been given. The bank, therefore, complied with the provisions laid down in Section 25-H of the Act faithfully and fairly. However, Malkiat Singh did not apply to the bank in response to the advertisement through newspapers or through bank's circular No. Per 103 of 1985 dated 13-9-1985. It was denied that the petitioner had applied but not called for interview. Since interview of all the ex-temporary peons were conducted in February 1986, all permanent appointments of peons are being made only out of the waiting list of ex-temporary peons and no direct recruitment is made and as such no injustice has been done to the petitioner. The management thus sought the dismissal of this reference.

4. Replication was also filed reasserting the same facts as claimed in the statement of claim.

5. The petitioner filed his affidavit Ex. W1 in evidence MW1 H. R. Sardana Manager is the management's witness. He filed his affidavit Ex. M1 in evidence. The respective parties closed their evidence.

6. I have heard both the parties, gone through the evidence and record.

7. Learned counsel appearing on behalf for the petitioner has argued that termination of the services of the petitioner was illegal. He has also pointed out that large number of persons has been employed by the management after termination of service of the petitioner and thus the management violated the provisions of Section 25-H of the I. D. Act, 1947 and sought the reinstatement with back wages. There is no force in the contention raised by the counsel for the petitioner. Appointment of the petitioner in his own showing in the affidavit Ex. W1 was for a fixed period from 21-6-1982 to 31-7-1982, 10-11-1986 to 9-1-1987 and 15-1-1987 to 11-2-1987. The provisions of Bipartite Settlement are applicable to the banking industry. Para 20.8 of the said Bipartite Settlement dated 19-10-1966 which is relevant to the present case is reproduced below :

“20.8 A temporary workman may also be appointed to fill a permanent vacancy

provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such temporary workman is eventually selected for filling up the vacancy the period as such temporary employment will be taken into account as part of his probationary period."

8. It is therefore, apparent that the management is within its competence to appoint temporary workman to fill the permanent vacancy provided that such temporary employment does not exceed three months during which period the bank was required to make arrangement to fill the vacancy permanently. It appears that this provision for appointment of temporary workman has been made keeping in view of the peculiar nature of the functions of the bank which are customer oriented and there could be wide fluctuation in the volume of work on day to day basis. The joining of the petitioner itself for said specified period amounts to giving acceptance.

9. Admittedly the appointment of the petitioner was for the fixed and specified period from 21-6-1982 to 31-7-1982, 10-11-1986 to 9-1-1987 and 15-1-1987 to 11-2-1987. Thus on all the occasions employment of the petitioner was for a fixed tenure. Clause (bb) of Sub Section (oo) of Section 2 of the Industrial Disputes Act is effective from 18-8-1984. It is remedial provision prospective in nature and apply only to those terminations which takes place after the provision was brought to statute book. It provides that the termination of service of the workmen as a result of non-renewal of contract of employment between the management and the workman concerned on its expiry or of said contract being terminated in terms of a stipulation shall not constitute retrenchment. Therefore, being the petitioner having worked for specified period as said above and the termination had taken effect after 18-8-1984 it has to be held that termination of the services of the petitioner squarely covered by the exclusion clause of Section 2(oo) (bb) of the Industrial Disputes Act 1947 and the management has not violated the provisions of Section 25-F of the Industrial Disputes Act, 1947. The clause (bb) of Section 2(oo) of the Industrial Disputes Act, 1947 has held to be valid and constitutional in the case of *Terminated Full Time L.I.C. Employees & Vs. Sr. Divisional Manager* reported in 1993(2) S. C. T. page 581 (F.B.) and *Rai Bahadur Vs. General Manager, Food Specialities Ltd., Moga* reported in 1991(1) PLR page 631.

10. Counsel for the petitioner has further alleged violation of Section 25-H of the Industrial Disputes Act, 1947 which is meritless legally as well as factually. As held in *K. Rajan and other Vs. Kerala State Electricity Board* reported in 1992 Lab. I. C. page 1208 the workman can claim violation of Section 25-H only if validity retrenched. Further under sub section (bb) thereof retrenchment does not include termination of services of a workman as a

result of non renewal of contract of employment between the employer and the workman concerned on its expiry of said contract being terminated in terms of stipulation on that behalf contained therein. Therefore, he can not claim any benefit U/S 25-H of the Industrial Disputes Act, 1947. Similarly the case of the petitioner fallen U/S 2(oo) (bb) of the Industrial Disputes Act, 1947 which does not include termination of service of a workman as a result of non-renewal of contract of workman obviously provisions of Section 25-H would not attract.

11. Even factually the petitioner in his pleadings or in his evidence has no where stated as to which person the management had employment and when the said employment had taken place. There is also no evidence that the post still existed after the termination of service of the petitioner. The petitioner is heavily burdened to prove the same but there is complete silence in this regard. The respondent management in order to give one time opportunity for re-employment to all ex-temporary peons the had invited applications from all such ex-temporary employees through advertisement's in leading newspapers. Those who had applied to the bank in response to the Newspaper's advertisement and circular were interviewed and the candidates found suitable by the interview committee were offered appointments in the bank. The petitioner does not rebutt this stand of the management. He no doubt has stated in the cross-examination that he had applied for the job in pursuance of the advertisement made by the bank but he was not called for interview does not seem to be correct. He has no where pleaded as such in his statement of claim. There is complete silence in this regard in his affidavit also. He has also not even suggested to the management's witness that he had applied for the job in pursuance of the advertisement and was not called for interview. This itself implies that the petitioner had never applied for the post in response to the advertisement by the respondent bank for absorption of ex-temporary peon. But however it is established that the action of the management inviting the applications of ex-temporary peons for permanent absorption through advertisement is sufficient compliance of Section 25-H of the Industrial Disputes Act, 1947. Therefore, the plea that the management has violated the provisions of Section 25-H of the Industrial Disputes Act, 1947 is rejected.

12. Hence nothing survive in the proceedings initiated by the petitioner and he is not entitled to any relief what-so-ever. In a way reference is answered accordingly.

Chandigarh.

7-3-1994

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 21 मार्च, 1994

का. आ. 875.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्र सरकार भारतीय स्टेट बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनवधान में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचपट को प्रकथित करती है, जो केन्द्रीय सरकार को 17-3-94 को प्राप्त हुआ था।

[संख्या एल 12012/111/91-आई आर बी III/आई आर बी-I]
ए. एस. के. राव, डेस्क अधिकारी

New Delhi, the 21st March, 1994.

S.O. 875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 17-3-94.

[No. L-12012/111/91-IRB. III/IRB. I]
S. S. K. RAO, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-60 of 1991

PARTIES :

Employers in relation to the management of
State Bank of India.

AND

Their workmen.

APPEARANCES :

For the Management.—Shri Asthana, Officer.

For the Workmen.—Shri H. D. Nabar, Dy. Secretary of the Union.

INDUSTRY : Banking STATE : Maharashtra

Bombay, dated the 15th day of February, 1994

AWARD

The following reference has been made to this Tribunal by Government of India, Ministry of Labour, New Delhi by letter dated 22-7-1991.

“Whether the action of the management of State Bank of India, Regional Office, Bombay, in terminating the services of Mr. Dilip Shejwal from MIDC, Andheri East Branch with effect from 29-6-1986 is legal and justified? If not, to what relief the workman is entitled to?”

2. Admittedly Shri Dilip Shejwal was appointed as a Messenger by State Bank of India on its MIDC Andheri Branch. According to him, he worked for

a total period of 411 days between 1-3-1985 to 28-6-1986. His contention is that the attendance was for more than 240 days in 12 calendar months. His services were abruptly terminated on 8th June 1986 without any notice.

3. He states that he was not given any letter of appointment nor was given any notice or paid for notice period while terminating the services. It is his case that he was appointed in a permanent vacancy at the branch and not in a leave vacancy nor on account of temporary increase in work. He was one of the three messengers needed at the branch. He contends that his case was a case of valid appointment. His date of birth and educational qualifications were verified from the School Leaving Certificate and on the basis of that Branch Manager on 3rd August, 1985 communicated to the Regional Manager that is the Controlling Authority about his temporary appointment at the branch. He states that he had not hidden anything about his date of birth or educational qualification. After termination of his service through the union he made unsuccessful representations for re-statement. Thereafter, he raised dispute before Labour Commissioner and after that failed present reference has been made for adjudication by the Central Government.

4. He further stated that in the past bank management had recruited employees to subordinate cadre with S.S.C. (Xth Std. passed) and mentioned the names of Shri Zagade, Shri John and Shri Mahadik.

5. It is his case that the bank management has in November, 1987 and in January, 1991 entered into an agreement with the Federation of the Employees' Union and as per that agreement, relaxation in age and educational qualifications have been extended to temporary employees to be absorbed on permanent basis. As per those agreements temporary employees who were minor at the time of their initial appointments so also employees who have passed S.S.C. Matriculation in IInd or IIIrd Division and are not intermediate/graduates have been considered for permanent appointment in the bank. The bank management has according to him, discriminated him on the ground of education and that is illegal and unjustified.

6. Later he states that employees working for more than 240 days in a calendar year are entitled to permanent employment and back wages for such period during which he remained unemployed after termination of their services by the employer as per the Awards of Industrial Tribunal cum Labour Court, Kanpur. He cited Award of Shri R. D. Srivastava dated 25th January, 1986 in support.

7. His contention, therefore, is that termination of his services amounted to retrenchment and that was illegal, management violated the provisions of section 25F, G, H of the Industrial Disputes Act, 1947, and also para 507(3), 516, 522(4)(5) and 523 of Shashtri Award. In the circumstances, he states, he should be reinstated to the original post with full back wages and continuity in service.

8. State Bank of India filed written statement admitting that Shri Shejwal had completed more than 240 days service in 12 calendar months. It is stated

that he was called for interview for permanent absorption in the bank. At the time of the interview he was found to be over qualified at the time of initial appointment in the bank. It is said that the person for appointment to the sub-ordinate staff must not have passed S.S.C. Examination and since Shri Shejwal had passed S.S.C. Examination at the time of his initial appointment and which fact he had suppressed from the bank his appointment was void and if that was so he was not entitled to the benefit which he claims.

9. This contention of the management of the bank is that Shri Shejwal was working on daily wages and admitted that the services were terminated on 28th June, 1986 without prior notice. It is thus contended that he is not entitled to protection or benefits of Section 25F of Industrial Disputes Act because he was appointed on a part-time temporary basis & worked for only 89 days between 19-8-85 and 15-11-85. That is another ground for denying him the relief. Reference has been made in this connection to a judgment of Central Government Industrial Tribunal-cum-Labour Court, Chandigarh in the case of State Bank of India Vs. Workman Shri Ashok Soni.

10. It is also stated that he disclosed that he had passed 8th standard examination and failed 10th standard examination when he was initially appointed by the Branch Manager and that Branch Manager informed his Controlling Authority. As regards the other incidents are concerned it is stated that educational qualification in their cases were relaxed because they had not suppressed any information. About Shri John, it is stated that no such employee was absorbed. It is also stated that employee, who passed S.S.C. Examination during the temporary service in the bank and or after termination of their services were absorbed but such benefits cannot be had by Shri Shejwal who had acquired qualification (S.S.C. passed) before recruitment and who had suppressed it. In short the contention is that since the appointment of Shri Shejwal was void-ab-initio he is not entitled to any relief.

11. On behalf of the workman Raghunath Sawant has been examined. He is an employee of the bank in the same branch working as a Waterman till 1984 and thereafter as a messenger. He happened to be a neighbour of Shejwal and according to him Shri Shejwal had produced School Leaving Certificate at the time of joining the bank as a messenger in March, 1985. He further stated that after the service of one year and three months Sri Shejwal's services were terminated. He was cross-examined on behalf of the bank by Mr Asthana, Officer of the bank. It was suggested that he knew nothing personally and has been giving evidence on hearsay information. That suggestion has been denied. It is in the fitness of things that being a neighbour he must be having personal knowledge about Shri Shejwal and it is very likely that Shri Sawant must have been brought to the bank by this witness. At any rate fact remains that Shri Shejwal came to be appointed as a temporary messenger from 1st March, 1985 till 18th August 1985 (171 days on daily wages) 19th August 1985 to 11th November, 1985 (85 days of temporary basis) 14th November, 1985 to 28th June, 1986 (117 days on daily wages). This is certified by the Branch

Manager by Certificate dated 3rd February, 1988. The admission is that he has worked for more than 240 days during the 12 calendar months and statement made in para 1 of the written statement by the bank clearly shows the number of days' attendance that Shri Shejwal has put in.

12. If that be so he would be in 'continuous service for a period of one year' within the meaning of Section 25B of the Industrial Disputes Act. He would be entitled to the protection of Section 25F of the said Act and since admittedly Section 25F has not been complied with the termination would be bad and unsustainable and the consequence would be a declaration that he continues in service.

13. The management however, has contended that it is not possible to invoke the provisions of Section 25F of the Act merely because he has put in 240 days and more during he preceeding 12 calendar months and is deemed to have been in continuous service for an year within the meaning of section 25B of the Act. The contention is that his initial appointment is void and in case of void appointment the benefit will not accrue. In support of this contention, Authorities have been cited and first one is of the Industrial Tribunal-cum-Labour Court, Chandigarh (Shri M. S. Nagra, Presiding Officer) in the case of State Bank of India and their workman Shri Ashok Soni, and the second one is of 1986 K.L.T. 801 (Radhakrishna Menon J) in the case of Emalloor Service Co-op. Bank Ltd. Vs. Labour Court and others.

14. Before I deal with the two authorities cited and referred, I would deal with the contention that it is a case of void appointment. Admittedly Shri Shejwal was appointed as a messenger in that branch and his School Leaving Certificate xerox copy of which he produced with the statement of claim that he had passed S.S.C. Examination having appeared in April 1979 for the same. The Branch Manager has sent a proforma (printed) in which against the column educational qualifications he has mentioned "up to Xth". Below the head educational qualification mentioned (a) sub-ordinate should be matriculate vide circular No. Staff/14 of 1967 (b) for clerk casual. . . . Argument advanced is that though this action/recommendation of Branch Manager has been approved by the Regional Manager, it was that statement of the Branch Manager that he had studied up to Xth standard (not that he was a matriculate). Submission is that the person who has passed matriculation examination was ineligible for appointment, for this class of service being "over qualified". This fact that he was a matriculate, was suppressed by him and that being so his initial appointment was void.

15. As against this the argument advanced on behalf of the workman is that he had produced School Leaving Certificate and had not suppressed anything from the bank and in support of that he examined his co-worker Raghunath Sawant. Raghunath's evidence has been discussed above and it is not necessary to refer to it over again. Leaving aside for the time being the debatable question as to whether he had or had not disclosed to Branch Manager that he had passed matriculation examination the point is

whether that would render the appointment itself void, disentitling the employee from the benefit which he now claims. He has stated that the management has under the settlement/agreement with the Federation of the employees relaxed age and educational qualifications in respect of temporary employees to be absorbed on permanent basis. Even persons who were minors were appointed and those who had passed S.S.C. [Matriculation examination not in 1st Division] were absorbed and he alone was discriminated. The management has admitted in the course of the written statement that in two out of three cases cited by the workman Shri Shejwal, relaxation was made in spite of educational qualifications. The justification given is that in case of Shri Zagade and Shri Mahadik, information was not suppressed by the employees while Shri Shejwal had suppressed this information. I think in the given set of facts, if relaxation is possible and is being done it is difficult to characterise initial appointment of Shri Shejwal as void. It is not a case of termination as punishment for suppression of facts. Management comes out with the case that his appointment becomes void on the ground that he was over qualified and which fact he had suppressed and therefore, not entitled to continuation in service. I am afraid the management cannot resort to this method of termination of service and this termination of service would amount to retrenchment and once this is so styled section 25-F comes into play. Since admittedly it is not complied with the termination of service he held as bad and the consequence is that he will be entitled to re-instatement and back wages.

16. So far as the two rulings which were referred to on behalf of the bank are concerned, I find, with respect, that they are distinguishable on facts. It is true that admittedly the workman Shri Ashok Soni worked for 240 days during the period of 12 calendar months preceding his termination, and when he claimed that the termination was bad, management pleaded that initial engagement was irregular and void-ab-initio as he was over aged and over qualified. The contention that it was void was not disputed before Tribunal. He was ineligible for appointment because of over age. In the other case, appointment was by passing the qualification prescribed under Rule 186 and prior approval of the Registrar of Co-operative Societies was not obtained. In the circumstances, the appointment made without authority of law and hence ab-initio-void. In the present case I do not find any material to hold that the appointment of persons who were over-qualified as violative of any

rules or regulations. On the contrary the management admits that there have been appointments made of persons over qualified and relaxation was done in those cases. Therefore, Shri Shejwal's appointment cannot be a void appointment.

17. On behalf of the management relevant recruitment rules for recruitment to sub-ordinate cadre have been produced and circular accompanied by settlement dated 17th November 1987 between State Bank of India and All India Bank of India staff Federation is also annexed to the circular. The circular is dated 12th April 1988 and the settlement as I stated earlier is dated 17th November, 1987 and the settlement and circular are therefore, subsequent to the relevant date of action which is 29-6-1986. Therefore, action dated 29-6-1986 cannot be examined in the light of the circular and settlement. So far as the recruitment rules are concerned 23.2 Eligibility for Messengers, Watchmen etc. are concerned it has mentioned the educational qualification for messengers as 8th class pass but not 10th class pass. However, after the word eligibility, reference is made (C.I.O., Letter No. PER/IR/CIR/8 of 10-1-87). Therefore, it also appears to be subsequent to the date 29-6-1986. In view of this position also I find it difficult to style the appointment of Shri Shejwal made in the year 1985 on 1st March as having been shown to be void. I must mention however, that so far as the report Ex. B is concerned it does mention under the head educational qualification that sub-ordinate should not be matriculate and makes reference to circular No. Staff/14-4-1967. The said circular 14 of 1967 however is not on record. At any rate, I am of the view that initial appointment cannot be classified as void appointment. Shri Shejwal has worked since 1-3-1985 and continued to do so till his termination on 29-6-1986 and is removed on the ground that he was over qualified. It is in my opinion, a case where in the management could have made relaxation as it has done in other cases and should not have refused to do so on the ground that he had suppressed the fact that he had passed 10th standard examination. Viewed from this angle I would say that the action was not justified and answer the reference in favour of the workman. In view of the facts and the circumstances of the case I do not think he will be justified in insisting upon full back wages. I would, however, give the relief of re-instatement and 25 per cent back wages. Award accordingly.

R .G. SINDHAKAR, Presiding Officer